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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

STEVO DESIGN, INC., a Florida corporation;
STEVEN BUDIN, an individual; and ALAN
ROLLI, an individual,

Plaintiffs,

v.

SBR MARKETING LTD., a foreign
corporation; and BRIAN DANIELE, an
individual,

Defendants.

Case No.: 2:11-cv-00304

SECOND AMENDED COMPLAINT

(Jury Trial Demanded)

Plaintiffs Stevo Design, Inc. (“Stevo”), Steven Budin (“Mr. Budin”) and Alan Rolli (“Mr. Rolli”) (collectively “Plaintiffs”), by and through their counsel, Dickinson Wright PLLC, complain and allege as follows against Defendants SBR Marketing Ltd. (“SBR Marketing”) and Brian Daniele (“Mr. Daniele”) (collectively “Defendants”), on information and belief, that the following were and had been true at all relevant times, unless otherwise indicated specifically to the contrary:

NATURE OF ACTION

1
2 1. This is an action for service mark infringement under § 32 of the Lanham
3 Trademark Act of 1946 (the “Lanham Act”) (15 U.S.C. § 1114); contributory service mark
4 infringement under § 32 of the Lanham Act and federal common law; false designation of origin
5 under § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); contributory false designation of origin
6 under § 43(a) of the Lanham Act and federal common law; mark dilution under § 43(c) of the
7 Lanham Act (15 U.S.C. § 1125(c)) by blurring and by tarnishment; contributory mark dilution
8 under § 43(c) of the Lanham Act and federal common law by blurring and by tarnishment;
9 copyright infringement under 17 U.S.C. § 501; vicarious copyright infringement under 17 U.S.C.
10 § 501 and federal common law; contributory copyright infringement under 17 U.S.C. § 501 and
11 federal common law; misappropriation of trade secrets under Fla. Stat. 688.001 *et seq.* (2010);
12 direct and contributory misappropriation of licensable commercial property under Florida
13 common law; defamation under Nevada common law; and business disparagement under
14 Nevada common law.

PARTIES

15
16 2. Stevo is, and has been at all times relevant to this lawsuit, a Florida corporation
17 with its principal place of business in Florida.

18 3. Mr. Budin is, and has been at all times relevant to this lawsuit, a Florida resident
19 and the Chief Executive Officer of Stevo.

20 4. Mr. Rolli is, and has been at all times relevant to this lawsuit, a Pennsylvania
21 resident and the General Manager of Stevo.

22 5. SBR Marketing is, and has been at all times relevant to this lawsuit, a foreign
23 corporation whose country of incorporation is unknown, and whose principal places of business
24 are in the nations of Curaçao and Costa Rica.

25 6. Mr. Daniele is, and has been at all times relevant to this lawsuit, a Virginia
26 resident.

JURISDICTION

7. This Court has original jurisdiction over Stevo's First through Eighth Causes of Action (inclusive) pursuant to § 39 of the Lanham Act (15 U.S.C. § 1121) and 28 U.S.C. § 1338(a) because Plaintiffs' First through Eighth Causes of Action (inclusive) arise under the Lanham Act and relate to trademarks.

8. This Court has original jurisdiction, to the exclusion of state courts, over Plaintiffs' Ninth through Fiftieth (inclusive) Causes of Action pursuant to 28 U.S.C. § 1338(a) because Plaintiffs' Ninth through Fiftieth (inclusive) Causes of Action relate to copyrights.

9. This Court has supplemental jurisdiction over Plaintiffs' Fifty-First through Fifty-Fifth (inclusive) Causes of Action pursuant to 28 U.S.C. § 1367 because Stevo's Fifty-First through Fifty-Fifth (inclusive) Causes of Action are so related to Plaintiffs' First through Fiftieth (inclusive) Causes of Action that Plaintiffs' Fifty-First through Fifty-Fifth (inclusive) Causes of Action form part of the same case or controversy under Article III of the United States Constitution.

10. This Court has original jurisdiction over this entire action pursuant to 28 U.S.C. § 1332 because this is a civil action between parties with complete diversity of citizenship and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

11. Personal jurisdiction over SBR Marketing is proper because SBR Marketing, a foreign corporation, directs a significant portion of SBR Marketing's marketing efforts to the United States.

12. Personal jurisdiction over SBR Marketing is proper because SBR Marketing, a foreign corporation, derives a significant portion of SBR Marketing's revenue from revenue-generating activities in the United States.

13. Personal jurisdiction over SBR Marketing is proper because SBR Marketing, a foreign corporation, offers United States residents the opportunity to earn money through SBR Marketing's sites on the Internet.

1 14. Personal jurisdiction over SBR Marketing is proper because SBR Marketing, a
2 foreign corporation, pays United States residents for republishing intellectual property created in
3 the United States and concerning sporting events in the United States.

4 15. Personal jurisdiction over SBR Marketing is proper because SBR Marketing, a
5 foreign corporation, is not subject to jurisdiction in any United States state's courts of general
6 jurisdiction.

7 16. Personal jurisdiction over Mr. Daniele is proper because SBR Marketing has
8 engaged Mr. Daniele to make contributions of content to the website reposed at the domain
9 sbrforum.com (the "SBR Website") and effectuated compensation to Mr. Daniele for those
10 contributions, thereby creating privity of business relationship between SBR Marketing and Mr.
11 Daniele.

12 17. Personal jurisdiction over Mr. Daniele is proper because SBR Marketing had a
13 business relationship with Mr. Daniele whereby Mr. Daniele was a contributor of content to SBR
14 Marketing on a compensated basis.

15 18. Personal jurisdiction over Mr. Daniele is proper because Mr. Daniele's business
16 relationship with SBR Marketing made Mr. Daniele more than a mere passive poster of content
17 at the SBR Website.

18 19. Personal jurisdiction over Mr. Daniele is proper because SBR's engagement
19 through business relationships of Mr. Daniele, and others like Mr. Daniele, constituted more than
20 mere solicitation of passive viewers or passive posters of content at the SBR Website, and was in
21 fact part of a direct and active enterprise to employ content contributors such as Mr. Daniele.

22 20. Personal jurisdiction over Mr. Daniele is proper because SBR's engagement
23 through business relationships of Mr. Daniele, and others like Mr. Daniele, had a direct material
24 advantageous effect on SBR Marketing's ability to generate revenues from the SBR Website.

25 21. Personal jurisdiction over Mr. Daniele is proper because SBR Marketing had full
26 knowledge of the nature, dimension, and unlawfulness of Mr. Daniele's contributions of content
27 to the SBR Website that SBR Marketing engaged Mr. Daniele to provide to SBR Marketing.
28

1 22. Personal jurisdiction over Mr. Daniele is proper because SBR Marketing engaged
2 Mr. Daniele to contribute content to the SBR Website on an ongoing basis as part of SBR
3 Marketing's structure of creating ongoing agency relationships with content contributors.

4 23. Personal jurisdiction over Mr. Daniele is proper because SBR Marketing has
5 engaged Mr. Daniele to make contributions of infringing and defamatory content to the website
6 reposted at the SBR Website and effectuated compensation to Mr. Daniele for such contributions,
7 thereby creating an agency relationship between SBR Marketing and Mr. Daniele.

8 24. Personal jurisdiction over Mr. Daniele is proper because, in the course of SBR
9 Marketing's business model of knowingly soliciting infringed and misappropriated intellectual
10 property and effectuating compensation to SBR Marketing's agents for engaging in such
11 infringements and misappropriations, Mr. Daniele has been compensated by SBR Marketing for
12 effectuating from the United States the misappropriation, infringement, and unauthorized
13 republication of intellectual property created in the United States and concerning sporting events
14 in the United States.

15 25. Personal jurisdiction over Mr. Daniele is proper because Mr. Daniele engaged in
16 the wrongful acts complained of herein, including, without limitation, copyright infringement,
17 tortious interference with business relations, defamation, and business disparagement, within the
18 scope of Mr. Daniele's agency with SBR Marketing.

19 26. Personal jurisdiction over Mr. Daniele is proper because Mr. Daniele is the agent
20 of SBR Marketing, a foreign corporation that is subject to jurisdiction in the United States
21 generally but not in any individual state's courts of general jurisdiction, with respect to all of the
22 wrongful acts complained of herein, including, without limitation, copyright infringement,
23 tortious interference with business relations, defamation, and business disparagement.

24 27. Personal jurisdiction over Mr. Daniele is proper because Mr. Daniele was, or
25 reasonably should have been, aware that Mr. Daniele's principal SBR Marketing is a foreign
26 corporation that is subject to jurisdiction in the United States but not in any individual state's
27 courts of general jurisdiction.

- c. JEFF BENTON, registration number 3849982, registered September 21, 2010, in International Class 41 for handicapping for sporting events (the “Benton Mark”);
- d. MATT RIVERS, registration number 3849850, registered September 21, 2010, in International Class 41 for handicapping for sporting events (the “Rivers Mark”); and
- e. STEVE BUDIN, registration number 3847503, registered September 14, 2010, in International Class 41 for handicapping for sporting events (the “Budin Mark”).

34. Stevo also provides services in the nature of handicapping for sporting events under, at a minimum, the following service marks that have not yet achieved registration with the USPTO (collectively with the Registered Marks, the “Marks”):

- a. ANDY FANELLI (the “Fanelli Mark”);
- b. ANTHONY REDD (the “Redd Mark”);
- c. BOB VALENTINO (the “Valentino Mark”);
- d. BOBBY MAXWELL (the “Maxwell Mark”);
- e. BRETT ATKINS (the “Atkins Mark”);
- f. CHRIS JORDAN (the “Jordan Mark”);
- g. CHUCK O’BRIEN (the “O’Brien Mark”);
- h. CRAIG DAVIS (the “Davis Mark”);
- i. DEREK MANCINI (the “Mancini Mark”);
- j. JAY MCNEIL (the “McNeil Mark”);
- k. JOEL TYSON (the “Tyson Mark”);
- l. KARL GARRETT (the “Garrett Mark”);
- m. MICHAEL CANNON (the “Cannon Mark”);
- n. SCOTT DELANEY (the “Delaney Mark”);
- o. SEAN MICHAELS (the “Michaels Mark”);
- p. STEPHEN NOVER (the “Nover Mark”); and

1 q. TRACE ADAMS (the “Adams Mark”).

2 35. With the exception of the Budin Mark, each of the Marks constitutes a
3 pseudonym.

4 36. The Marks denote Stevo as the source of the Handicapper Reports.

5 37. The Marks are the source identifiers associated with, but separate from, the
6 individual works of authorship constituting the Handicapper Reports.

7 38. By virtue of Stevo’s long-standing use of the Marks, extensively advertised
8 throughout the United States, the Marks have each gained secondary meaning primarily denoting
9 Stevo as each Mark’s respective source of origin.

10 39. Stevo sells licenses to access the Handicapper Reports through a number of
11 websites reposted at various Internet domains, under the names of which websites Stevo does
12 business, including, without limitation, ATSadvantage.com; ATSadvice.com; ATSdoctor.com;
13 ATSedge.com; BetBrandonLang.com; BetDeMarco.com; Bigdogpicks.com; BrandonLang.com;
14 BrandonLangExperts.com; BrandonLangPicks.com; BrandonLangWins.com;
15 ChrisJordanSports.com; DeMarcoExperts.com; DeMarcoSports.com; DeMarcoWins.com;
16 Famouscappers.com; Gamedaycappers.com; Gameseven.com; Gametimeadvice.com;
17 Gametimeadvisors.com; Gametimeedge.com; Gametimepicks.com; Gametimeplays.com;
18 Gametimereport.com; PickNation.com; PickReport.com; PicksForTheMoney.com;
19 Primetimecappers.com; Scoresoddsandinfo.com; Sportsadvisors.com; Sportscapper.com;
20 Sportsinfo.com; StephenNover.com; Theplatinumsheet.com; Thesportsadvisors.com;
21 Vegasadvisors.com; WhoWillCover.com; and winners.com (the “Stevo Websites”).

22 40. The Stevo Websites are not independent entities or subsidiaries of Stevo.

23 41. Stevo owns all copyrights to all Handicapper Reports.

24 42. Each of the Stevo Websites displays terms of use (the “User Contract,” an
25 exemplar of which is attached hereto as Exhibit 1), which may be viewed by anyone accessing
26 any of the Stevo Websites irrespective of purchase of a license to view any of the Handicapper
27 Reports.

1 43. Before a user of any of the Stevo Websites can complete a purchase of a license to
2 view any of the Handicapper Reports, that user must scroll all the way through the User
3 Contract, then deliberately click on a “button” to indicate that such user agrees to enter into the
4 User Contract as a condition of viewing any of the Handicapper Reports. If the user does not
5 scroll all the way through the User Contract, and thereby, at a minimum, obtain the opportunity
6 to read the entire User Contract, that user cannot complete that user’s purchase of a license to
7 view any of the Handicapper Reports.

8 44. By entering into the User Contract, a purchaser of a license to view any of the
9 Handicapper Reports expressly represents and warrants that such licensee “will not reproduce,
10 republish, rebroadcast, retransmit, recast or in any way distribute the information that [the
11 purchaser] will receive from this website (regardless of whether [the purchaser] receive[s] such
12 information directly, from this website or from any affiliated website) **anywhere**, including
13 without limitation on the Internet (e.g. on other websites, blogs, newsgroups, chat rooms,
14 discussion forums, message boards and social media services such as Twitter, Facebook and
15 MySpace), via instant or text messaging services (whether Internet- or phone-based), in podcasts,
16 or in any other printed or electronic form, including without limitation radio and television”
17 (emphasis in original).

18 45. By entering into the User Contract, a purchaser of a license to view any of the
19 Handicapper Reports expressly represents and warrants that such licensee “will not provide or
20 otherwise convey the information that [the licensee] receive[s] from this website (regardless of
21 whether [the licensee] receive[s] such information directly, from this website or from any
22 affiliated website) to any third parties.”

23 46. By entering into the User Contract, a purchaser of a license to view any of the
24 Handicapper Reports expressly acknowledges that all the information that user receives from
25 Stevo is confidential, to be held in strict confidence, not to be disclosed to any third party, and
26 not to be used “for any purpose other than as expressly permitted” by Stevo.

27 47. By entering into the User Contract, a purchaser of a license to view any of the
28 Handicapper Reports expressly acknowledges that the trademarks and service marks appearing

1 on any of the Stevo Websites are not that licensee's property and that nothing in the User
2 Contract confers on that licensee any license or other grant of rights to use those marks.

3 48. By entering into the User Contract, a purchaser of a license to view any of the
4 Handicapper Reports expressly represents that such licensee has read and understood the User
5 Contract and agrees to be bound by the User Contract.

6 **II. SBR MARKETING, THE SBR WEBSITE, AND THE SERVICE PLAYS SECTION**

7 49. SBR Marketing procures and publishes content related to sports betting and
8 handicapping at the website reposed at the domain sbrforum.com (the "SBR Website"), soliciting
9 members of the public to contribute content for compensation and publication by SBR Marketing
10 regarding topics related to, at a minimum, sports wagering and handicapping.

11 50. The content procured and published by SBR Marketing through the SBR Website
12 is available to and used by individuals throughout the United States, including, without
13 limitation, individuals in Nevada.

14 51. SBR Marketing receives revenue from advertisers who pay SBR Marketing for
15 customers and/or revenue gained by those advertisers when those customers click through
16 advertisements appearing on the SBR Website and thereby reach the advertisers' own websites.

17 52. The more SBR Website readers that click through advertisements to advertisers'
18 websites, the more revenue SBR Marketing gains from those advertisers.

19 53. SBR Marketing awards loyalty points, which SBR Marketing describes as "our
20 *currency here*" (emphasis in original) (the "SBR Currency"), to registered users of the SBR
21 Website ("SBR Marketing Contributor-Agents") whenever those SBR Marketing Contributor-
22 Agents engage in certain activities on the SBR Website, including merely logging on to the SBR
23 Website, contributing content to the SBR Website, or reporting other users' infractions of the
24 SBR Website's terms of use to SBR Marketing.

25 54. SBR Marketing's solicitation of and payment for content from SBR Marketing
26 Contributor-Agents by means including, without limitation, payment of SBR Currency to SBR
27 Marketing Contributor-Agents creates privity of business relationships between SBR Marketing
28 and each so-compensated SBR Marketing Contributor-Agent.

1 55. SBR Marketing Contributor-Agents' business relationships with SBR Marketing
2 make SBR Marketing Contributor-Agents more than mere passive posters of content at the SBR
3 Website.

4 56. SBR Marketing's engagement through business relationships of SBR Marketing
5 Contributor-Agents constitutes more than mere solicitation of passive viewers or passive posters
6 of content at the SBR Website.

7 57. SBR Marketing's engagement through business relationships of SBR Marketing
8 Contributor-Agents has a direct material advantageous effect on SBR Marketing's ability to
9 generate revenues from the SBR Website.

10 58. SBR Marketing has full knowledge of the nature, dimension, and unlawfulness of
11 SBR Marketing Contributor-Agents' contributions of content to the SBR Website that SBR
12 Marketing has engaged SBR Marketing Contributor-Agents to provide to SBR Marketing.

13 59. SBR Marketing's solicitation of and payment for contributions from SBR
14 Marketing Contributor-Agents, by means including, without limitation, payment of SBR
15 Currency to SBR Marketing Contributor-Agents, creates an agency relationship between SBR
16 Marketing and each so-compensated SBR Marketing Contributor-Agent.

17 60. SBR Marketing Contributor-Agents may transfer SBR Currency from themselves
18 to other SBR Marketing Contributor-Agents to further compensate those SBR Marketing
19 Contributor-Agents for continuing to provide useful or entertaining content to the SBR Website.

20 61. SBR Marketing Contributor-Agents may "gamble" SBR Currency in wagering
21 and other contests offered by SBR Marketing, and, if successful, win additional SBR Currency.

22 62. SBR Marketing Contributor-Agents may spend accrued SBR Currency on,
23 without limitation, merchandise such as T-shirts and shot glasses; gift cards from national chain
24 restaurants and stores; and credits at offshore online sports books that advertise on the SBR
25 Website. For example, as of January 31, 2011, any SBR Marketing Contributor-Agent could
26 exchange 825 SBR Currency units for \$50 credit at the bodog.com offshore online sports book.
27 If that user bet via bodog.com the \$50 bodog.com credit that SBR Marketing Contributor-Agent
28 received from the SBR Website in exchange for 825 SBR Currency units, and won the bet, that

1 SBR Marketing Contributor-Agent would be able to recoup from bodog.com the full monetary
2 amount of that SBR Marketing Contributor-Agent's winnings (minus fees charged by
3 bodog.com) irrespective of the fact that the credit used for the bet came from SBR Website in
4 exchange for SBR Currency, and not from actual funds provided by the SBR Marketing
5 Contributor-Agent.

6 63. When SBR Marketing Contributor-Agents visit offshore online sports books that
7 advertise on the SBR Website after exchanging SBR Currency for credit at those offshore online
8 sports books, if those SBR Marketing Contributor-Agents bet any amount of those SBR
9 Marketing Contributor-Agents' own funds beyond the credits received in exchange for SBR
10 Currency, SBR Marketing gains revenue from those advertisers as a result of those transactions.

11 64. An SBR Marketing Contributor-Agent who demonstrates to SBR Marketing that
12 such SBR Marketing Contributor-Agent has a balance of at least \$200 of that SBR Marketing
13 Contributor-Agent's own funds in that SBR Marketing Contributor-Agent's account with one of
14 the offshore online sports books advertising on SBR Marketing can become an "SBR PRO," and
15 thereby earn double SBR Currency for SBR Website publishing activity, obtain additional
16 opportunities to wager SBR Currency on SBR Marketing-sponsored contests, and enjoy a
17 reduction of the amount of SBR Currency that must be spent in order to receive merchandise
18 from SBR Marketing.

19 65. SBR Marketing's business model is based in significant part on the revenue SBR
20 Marketing receives from offshore online sports books that advertise on SBR Website as a result
21 of SBR Marketing Contributor-Agents and other readers of the SBR Website clicking directly
22 through those offshore online sports books' advertisements on the SBR Website to the offshore
23 online sports books' own websites. SBR Marketing boasts in SBR Marketing's communications
24 to potential advertisers that "[m]ore players join the top sportsbooks via [the SBR Website] than
25 all other watchdog and rating sites combined."

26 66. SBR Marketing developed and implemented the SBR Website "to meet the
27 demand for handicapping stat[istic]s and sports handicapping information."
28

1 67. One subdivision of the SBR Website is titled “Service Plays” (the “Service Plays
2 Section”).

3 68. The content of the Service Plays Section is specifically related to analysis—
4 “plays”—provided by handicapping “services” such as Stevo whose business models consist of
5 publication and licensing of access to such “service plays” for fees and/or other consideration.

6 69. SBR Marketing conceived of, developed, and implemented the Service Plays
7 Section with the intent of soliciting SBR Marketing Contributor-Agents to effectuate
8 republication of paid content such as the Handicapper Reports on a free-of-charge forum, and
9 compensating SBR Marketing Contributor-Agents for such effectuation of republication of paid
10 content, thereby, without limitation, driving traffic to the SBR Website and increasing SBR
11 Marketing’s revenues therefrom.

12 70. As of February 23, 2011, no fewer than seven individuals, plus “SBRForumStaff”
13 and “SBR.tv,” were identified as “moderators” of the Service Plays Section.

14 71. Moderators of the Service Plays Section are conferred by SBR Marketing with the
15 authority and ability to edit and/or delete any content submitted by any SBR Marketing
16 Contributor-Agents in the Service Plays Section.

17 72. SBR Marketing retains, pursuant to the SBR Website’s terms of use, the right to
18 edit and/or delete any content submitted by any SBR Marketing Contributor-Agent, including,
19 without limitation, an SBR Marketing Contributor-Agent who has submitted content in the
20 Service Plays Section.

21 73. Daily or almost daily, SBR Marketing Contributor-Agents effectuate publication
22 of misappropriated and infringed Handicapper Reports, or portions thereof, in the Service Plays
23 Section, as well as solicitations from SBR Marketing Contributor-Agents to one another to
24 submit content from other Handicapper Reports for publication in the Service Plays Section.

25 74. An SBR Marketing Contributor-Agent who submits for publication in the Service
26 Plays Section all or a portion of a Handicapping Report automatically receives at least six units
27 of SBR Currency—two for logging in to the SBR Website, and four for contributing content to
28 the SBR Website.

1 75. SBR Marketing recognizes that at least a subset of content published on the SBR
2 Website constitutes republications of content not personally authored by the SBR Marketing
3 Contributor-Agents submitting that material for publication by SBR Marketing, because SBR
4 Marketing specifies that SBR Marketing will pay more than four units of SBR Currency to an
5 SBR Marketing Contributor-Agent “contributing a well[-]thought[-]out pick write[-]up or
6 handicapping[-]oriented post in any sports subforum,” and that “[o]nly original content will be
7 eligible for this reward.”

8 76. Daily or almost daily, SBR Marketing Contributor-Agents who submit all or a
9 portion of a Handicapping Report for publication in the Service Plays Section request and
10 receive additional units of SBR Currency as rewards from other SBR Marketing Contributor-
11 Agents.

12 77. Daily or almost daily, SBR Marketing Contributor-Agents who submit only a
13 portion of a Handicapping Report for publication in the Service Plays Section offer to provide
14 the remainder of the Handicapping Report via “PM,” or private message, to other SBR
15 Marketing Contributor-Agents, in exchange for SBR Currency from those SBR Marketing
16 Contributor-Agents.

17 78. SBR Marketing recognizes that at least a subset of content published on the SBR
18 Website constitutes republications of content not personally authored by the SBR Marketing
19 Contributor-Agents submitting that material for publication by SBR Marketing, because SBR
20 Marketing specifies that SBR Marketing will pay more than four units of SBR Currency to an
21 SBR Marketing Contributor-Agent “contributing a well[-]thought[-]out pick write[-]up or
22 handicapping[-]oriented post in any sports subforum,” and that “[o]nly original content will be
23 eligible for this reward.”

24 79. SBR Marketing has promoted the SBR Website by advertising that readers of the
25 Service Plays Section, including, without limitation, SBR Marketing Contributor-Agents, can
26 obtain “service plays,” *i.e.* pay-per-view sports Handicapper Reports such as Stevo’s
27 Handicapper Reports, free of charge.
28

1 80. On or about June 3, 2010, Stevo sued SBR Marketing in Florida state court for,
2 without limitation, misappropriation of trade secrets and tortious interference with contractual
3 relations, based on SBR Marketing Contributor-Agents' activity as alleged herein, incorporating
4 by reference as part of Stevo's Complaint the terms of the User Contract, as a result of which
5 SBR Marketing had notice of the terms of the User Contract and of Stevo's intellectual property
6 rights in Stevo's Handicapper Reports.

7 81. On or about June 10, 2010, an individual with the username "Lou" and the e-mail
8 address of help@sportsbookreview.com published a message to SBR Marketing Contributor-
9 Agents in the Service Plays Section stating, "Hi guys, For legal reasons must update our forum
10 policy for Service Plays. **What is allowed:** [Capper Name] + play & odds. **What is not**
11 **allowed.** *amount, write ups [*sic*], \$ amount, unit amount etc. You can rank the plays, or say so
12 and so really likes this play or that play, but please do not repost copyrighted written material"
13 (emphasis in original) (the "Service Plays Warning").

14 82. Although agents and/or representatives of SBR Marketing, including, without
15 limitation, the moderators of the Service Plays Section ("SBR Marketing Moderator-Agents"),
16 have sporadically deleted since June 10, 2010 certain elements of illegitimately republished
17 Handicapper Reports—specifically, the relative strengths of odds in different sporting events as
18 analyzed by particular handicappers—SBR Marketing continues to solicit republication from
19 SBR Marketing Contributor-Agents and facilitate such republication, on a daily basis, of
20 Handicapper Reports.

21 83. Although SBR Marketing Moderator-Agents, including, without limitation, the
22 moderators of the Service Plays Section, have sporadically deleted since June 10, 2010 certain
23 elements of illegitimately republished Handicapper Reports, SBR Marketing Moderator-Agents
24 knowingly do not effectuate such deletions, in many instances, until after the sporting events
25 discussed in those illegitimately republished Handicapper Reports have concluded, thereby
26 attempting to maximize the economic benefit to SBR Marketing of SBR's republication of those
27 Handicapper Reports.

III. MISAPPROPRIATIONS OF STEVO'S INTELLECTUAL PROPERTY

84. SBR Marketing has engaged in hundreds, if not thousands, of misappropriations of Stevo's intellectual property, not all of which are specifically addressed in this Amended Complaint. Plaintiffs reserve the right to amend this Amended Complaint to pray for relief with respect to further misappropriations by SBR Marketing of Stevo's intellectual property.

85. On or about March 5, 2010, John Ruffino ("Mr. Ruffino") purchased a month-long subscription granting Mr. Ruffino a limited, non-exclusive license to view Handicapper Reports published and licensed by Stevo under marks including CRAIG DAVIS ("Mr. Ruffino's Subscription").

86. In order to purchase Mr. Ruffino's Subscription, Mr. Ruffino had to scroll through and affirmatively indicate Mr. Ruffino's entry into a User Contract (the "Ruffino User Contract").

87. On or about March 29, 2010, Stevo published, and furnished to Mr. Ruffino under the terms of Mr. Ruffino's Subscription, a Handicapping Report (the "3-29-2010 Ruffino Report").

88. On or about March 29, 2010, Mr. Ruffino caused to be submitted and published in the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name "goldengreek" (the "Goldengreek Contributor-Agent"), a nearly verbatim copy of the entire 3-29-2010 Davis Report (the "3-29-2010 Davis Infringement").

89. The Goldengreek Contributor-Agent submitted and published the 3-29-2010 Davis Infringement in response to a request from another SBR Marketing Contributor-Agent who offered to give SBR Currency to any other SBR Marketing Contributor-Agent who submitted the 3-29-2010 Davis Report for publication in the Service Plays Section, and SBR Marketing Contributor-Agents rewarded the Goldengreek Contributor-Agent with a total of 25 units of SBR Currency for submitting for republication in the Service Plays Section the 3-29-2010 Davis Infringement.

90. On or about May 1, 2010, Fernando Hernandez ("Mr. Hernandez") purchased a seven-day subscription granting Mr. Hernandez a limited, non-exclusive license to view

1 Handicapper Reports published and licensed by Stevo under the mark STEPHEN NOVER (“Mr.
2 Hernandez’s Subscription”).

3 91. In order to purchase Mr. Hernandez’s Subscription, Mr. Hernandez had to scroll
4 through and affirmatively indicate Mr. Hernandez’s entry into a User Contract (the “Hernandez
5 User Contract”).

6 92. On or about May 2, 2010, Stevo published, and furnished to Mr. Hernandez under
7 the terms of Mr. Hernandez’s Subscription, a Handicapping Report (the “5-2-2010 Nover
8 Report”).

9 93. On or about May 2, 2010, Mr. Hernandez caused to be submitted and published in
10 the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name
11 “Calvary” (the “Calvary Contributor-Agent”), a verbatim copy of the first four sentences of the
12 5-2-2010 Nover Report, which sentences summarize and disclose the betting recommendations
13 set forth in the 5-2-2010 Nover Report (the “5-2-2010 Nover Infringement”).

14 94. SBR Marketing published the 5-2-2010 Nover Infringement with the subject line
15 “Stephen Nover 50 Dime 5/2 Sunday Play.”

16 95. On or about May 3, 2010, Stevo published, and furnished to Mr. Hernandez under
17 the terms of Mr. Hernandez’s Subscription, a Handicapping Report (the “5-3-2010 Nover
18 Report”).

19 96. On or about May 3, 2010, Mr. Hernandez caused to be published in the Service
20 Plays Section, by the Calvary Contributor-Agent, a verbatim copy of the first four sentences of
21 the 5-3-2010 Nover Report, which sentences summarize and disclose the betting
22 recommendations set forth in the 5-3-2010 Nover Report (the “5-3-2010 Nover Infringement”).

23 97. SBR Marketing published the 5-3-2010 Nover Infringement with the subject line
24 “Stephen Nover 2 Plays 5/3 Monday 20 Dimer and 15 Dimer Plays.”

25 98. The Calvary Contributor-Agent expressly requested SBR Currency from other
26 SBR Marketing Contributor-Agents as a reward for the Calvary Contributor-Agent’s submission
27 for republication in the Service Plays Section of the 5-3-2010 Nover Report, and received five
28

1 units of SBR Currency from another SBR Marketing Contributor-Agent as a reward for the
2 Calvary Contributor-Agent's effectuation of publication of the 5-3-2010 Nover Infringement.

3 99. On or about May 17, 2010, Mark Sher ("Mr. Sher") purchased a limited non-
4 exclusive license to view, and received electronic copies of, Handicapper Reports published and
5 licensed by Stevo under the marks AL DEMARCO (the "5-17-2010 DeMarco Report"),
6 ANTHONY REDD (the "5-17-2010 Redd Report"), BOBBY MAXWELL (the "5-17-2010
7 Maxwell Report"), CHRIS JORDAN (the "5-17-2010 Jordan Report"), CHUCK O'BRIEN (the
8 "5-17-2010 O'Brien Report"), CRAIG DAVIS (the "5-17-2010 Davis Report"), DEREK
9 MANCINI (the "5-17-2010 Mancini Report"), JOEL TYSON (the "5-17-2010 Tyson Report"),
10 KARL GARRETT (the "5-17-2010 Garrett Report"), MICHAEL CANNON (the "5-17-2010
11 Cannon Report"), SCOTT DELANEY (the "5-17-2010 Delaney Report"), and STEPHEN
12 NOVER (the "5-17-2010 Nover Report"; collectively with the 5-17-2010 DeMarco Report, the
13 5-17-2010 Redd Report, the 5-17-2010 Maxwell Report, the 5-17-2010 Jordan Report, the 5-17-
14 2010 O'Brien Report, the 5-17-2010 Jordan Report, the 5-17-2010 O'Brien Report, the 5-17-
15 2010 Jordan Report, the 5-17-2010 O'Brien Report, the 5-17-2010 Davis Report, the 5-17-2010
16 Mancini Report, the 5-17-2010 Tyson Report, the 5-17-2010 Garrett Report, the 5-17-2010
17 Cannon Report, and the 5-17-2010 Delaney Report, the "5-17-2010 Stevo Reports") ("Mr.
18 Sher's Purchase").

19 100. In order to make Mr. Sher's Purchase, Mr. Sher had to scroll through and
20 affirmatively indicate Mr. Sher's entry into a User Contract (the "Sher User Contract").

21 101. On or about May 17, 2010, Mr. Sher caused to be submitted and published in the
22 Service Plays Section, by an SBR Marketing Contributor-Agent with the user name "Pin Fish"
23 (the "Pin Fish Contributor-Agent"), verbatim copies of the 5-17-2010 DeMarco Report (the "5-
24 17-2010 DeMarco Infringement"), the 5-17-2010 Redd Report (the "5-17-2010 Redd
25 Infringement"), the 5-17-2010 Maxwell Report (the "5-17-2010 Maxwell Infringement"), the 5-
26 17-2010 Jordan Report (the "5-17-2010 Jordan Infringement"), the 5-17-2010 Mancini Report
27 (the "5-17-2010 Mancini Infringement"), the 5-17-2010 Garrett Report (the "5-17-2010 Garrett
28 Infringement"), the 5-17-2010 Cannon Report (the "5-17-2010 Cannon Infringement"), the 5-17-

1 2010 O'Brien Report (the "5-17-2010 O'Brien Infringement"), and the 5-17-2010 Nover Report
2 (the "5-17-2010 Nover Infringement") (collectively the "5-17-2010 Sher Infringements").

3 102. The Pin Fish Contributor-Agent effectuated the publication of the 5-17-2010 Sher
4 Infringements in response to another SBR Marketing Contributor-Agent's request for
5 republication on the Service Plays Forum of Handicapper Reports originally published that day
6 by Stevo under the ANTHONY REDD, CHRIS JORDAN, STEPHEN NOVER, CHUCK
7 O'BRIEN, and DEREK MANCINI marks.

8 103. SBR Marketing published the 5-17-2010 Sher Infringements under the subject
9 line "redd, jordan, davis, nover, o'brien, mancini???"

10 104. SBR Marketing Contributor-Agents rewarded the Pin Fish Contributor-Agent
11 with a total of 55 units of SBR Currency for effectuating the publication of the 5-17-2010 Sher
12 Infringements.

13 105. On or about September 4, 2010, Christopher Miller ("Mr. Miller") purchased a
14 limited, non-exclusive license to view, and received an electronic copy of, a Handicapping
15 Report published and licensed by Stevo under the mark ANTHONY REDD (the "9-4-2010 Redd
16 Report") ("Mr. Miller's Subscription").

17 106. The full text of the 9-4-2010 Redd Report is:

18 50 Dime Release on Wisconsin as a road favorite at UNLV. As
19 this play is [released] at 1:30 AM Pacific time, the Badgers are
20 priced around -20 1/2 points.

21 15 Dime play on Texas as a road chalk against Rice. The
22 Longhorns are [currently] a 31-point favorite in this contest.

23 15 Dime Play on Colorado over Colorado State in a game played
24 in Denver. The Buffalos are anywhere from an 11 to 12 point
25 favorite [depending] on where you shop with 11 1/2 the most
26 dominant number at this time.

27 107. In order to purchase Mr. Miller's Subscription, Mr. Miller had to scroll through
28 and affirmatively indicate Mr. Miller's entry into a User Contract (the "Miller User Contract").

1 108. On or about September 4, 2010, Mr. Miller caused to be submitted and published
2 in the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name “gsad”
3 (the “Gsad Contributor-Agent”), a near-verbatim copy of the 9-4-2010 Redd Report (the “9-4-
4 2010 Redd Infringement”), with the following text:

5 play on Wisconsin as a road favorite at UNLV. As this play is
6 releasid [*sic*] at 1:30 AM Pacific time, the Badgers are priced
7 around -20 1/2 points.

8 play on Texas as a road chalk against Rice. The Longhorns are
9 currentnly [*sic*] a 31-point favorite in this contest.

10 Play on Colorado over Colorado State in a game played in Denver.

11 The Buffalos are anywhere from an 11 to 12 point favorite
12 depending on where you shop with 11 1/2 the most dominant
13 number at this time.

14 109. SBR Marketing published the 9-4-2010 Redd Infringement with the subject line
15 “Aredd.”

16 110. The Gsad Contributor-Agent requested SBR Currency as a reward for effectuating
17 the publication of the 9-4-2010 Redd Infringement, specifying that the Gsad Contributor-Agent
18 sought such rewards “for dishing for the plays,” *i.e.*, for paying to purchase the 9-4-2010 Redd
19 Report from Stevo.

20 111. The Gsad Contributor-Agent submitted and published the 9-4-2010 Redd
21 Infringement in response to a request from another SBR Marketing Contributor-Agent who
22 offered to give SBR Currency to any other SBR Marketing Contributor-Agent who submitted for
23 republication in the Service Plays Section the 9-4-2010 Redd Report, and SBR Marketing
24 Contributor-Agents rewarded the Gsad Contributor-Agent with 26 units of SBR Currency for
25 effectuating the publication of the 9-4-2010 Redd Infringement.

26 112. The Gsad Contributor-Agent offered to provide other SBR Marketing
27 Contributor-Agents the language in the 9-4-2010 Redd Report that the Gsad Contributor-Agent
28 omitted from the 9-4-2010 Redd Infringement upon request.

1 113. On or about September 9, 2010, Jeff Fraelich (“Mr. Fraelich”) purchased a seven-
 2 day subscription granting Mr. Fraelich a limited, non-exclusive license to view Handicapper
 3 Reports published and licensed by Stevo under marks including MICHAEL CANNON, CRAIG
 4 DAVIS, and STEPHEN NOVER (“Mr. Fraelich’s Subscription”).

5 114. In order to purchase Mr. Fraelich’s Subscription, Mr. Fraelich had to scroll
 6 through and affirmatively indicate Mr. Fraelich’s entry into a User Contract (the “Fraelich User
 7 Contract”).

8 115. On or about September 11, 2010, Stevo published, and furnished to Mr. Fraelich
 9 under the terms of Mr. Fraelich’s Subscription, Handicapper Reports published and licensed by
 10 Stevo under the respective marks MICHAEL CANNON (the “9-11-2010 Cannon Report”) and
 11 CRAIG DAVIS (the “9-11-2010 Davis Report”).

12 116. On or about September 11, 2010, Mr. Fraelich caused to be submitted and
 13 published in the Service Plays Section, by an SBR Marketing Contributor-Agent with the user
 14 name “MUC Garcon” (the “MUC Garcon Contributor-Agent”), verbatim copies of three
 15 paragraphs summarizing the analysis set forth in the 9-11-2010 Cannon Report (the “9-11-2010
 16 Cannon Infringement”), specifically:

17 **40 Dime Winner** on the **STANFORD CARDINAL** minus the
 18 points over UCLA. Stanford is laying -6 points offshore and in
 19 Vegas.

20 **10 Dime Winner** on the **SOUTH FLORIDA BULLS** plus the
 21 points over Florida. South Florida is getting anywhere from +15 to
 22 +16 points offshore and in Vegas so make sure you shop around
 23 for the best possible number.

24 **5 Dime Winner** on the **SOUTH CAROLINA GAMECOCKS**
 25 minus the points over Georgia. South Carolina is laying -3 points
 26 offshore and in Vegas. I want you to buy the 1/2 point down to -2
 27 1/2.

28 (Emphasis in original.)

1 117. On or about September 11, 2010, an SBR Marketing Moderator-Agent with the
2 user name "sam9ball" ("Agent Sam9ball") edited the 9-11-2010 Cannon Infringement to remove
3 the first three words of each paragraph of the 9-11-2010 Cannon Infringement as follows:

4 on the **STANFORD CARDINAL** minus the points over UCLA.

5 Stanford is laying -6 points offshore and in Vegas.

6 on the **SOUTH FLORIDA BULLS** plus the points over Florida.

7 South Florida is getting anywhere from +15 to +16 points offshore

8 and in Vegas so make sure you shop around for the best possible

9 number.

10 on the **SOUTH CAROLINA GAMECOCKS** minus the points

11 over Georgia. South Carolina is laying -3 points offshore and in

12 Vegas. I want you to buy the 1/2 point down to -2 1/2.

13 (Emphasis in original.)

14 118. On or about September 11, 2010, Mr. Fraelich caused to be submitted and
15 published in the Service Plays Section by the MUC Garcon Contributor-Agent a verbatim copy
16 of the introductory paragraph of the 9-11-2010 Davis Report, which summarized the analysis set
17 forth in the 9-11-2010 Davis Report (the "9-11-2010 Davis Infringement"), specifically:

18 **40 Dime Play** on the **OKLAHOMA STATE COWBOYS** minus

19 the points over Troy. Oklahoma State is laying -13 1/2 in most

20 places offshore and in Vegas but I have spotted a few -14's out

21 there so make sure you shop around for the best number.

22 (Emphasis in original.)

23 119. On or about September 11, 2010, Agent Sam9ball edited the 9-11-2010 Davis
24 Infringement to remove the "40" from the beginning of the 9-11-2010 Davis Infringement as
25 follows:

26 **Dime Play** on the **OKLAHOMA STATE COWBOYS** minus the

27 points over Troy. Oklahoma State is laying -13 1/2 in most places

1 offshore and in Vegas but I have spotted a few -14's out there so
2 make sure you shop around for the best number.

3 (Emphasis in original.)

4 120. SBR Marketing published the 9-11-2010 Cannon Infringement and the 9-11-2010
5 Davis Infringement with the subject line "Davis, Cannon, Garret??" [sic].

6 121. SBR Marketing Contributor-Agents rewarded the MUC Garcon Contributor-
7 Agent with 25 units of SBR Currency for effectuating the publication of the 9-11-2010 Cannon
8 Infringement and the 9-11-2010 Davis Infringement.

9 122. On or about September 12, 2010, Stevo published, and furnished to Mr. Fraelich
10 under the terms of Mr. Fraelich's Subscription, a Handicapping Report published and licensed by
11 Stevo under the mark STEPHEN NOVER (the "9-12-2010 Nover Report").

12 123. On or about September 12, 2010, Mr. Fraelich caused to be submitted and
13 published in the Service Plays Section, by the MUC Garcon Contributor-Agent, a nearly
14 verbatim copy of the first two paragraphs of the 9-12-2010 Nover Report, which summarized the
15 analysis set forth in the 9-12-2010 Nover Report (the "9-12-2010 Nover Infringement").

16 124. SBR Marketing Contributor-Agents rewarded the MUC Garcon Contributor-
17 Agent with 23 units of SBR Currency for effectuating the publication of the 9-12-2010 Nover
18 Infringement.

19 125. On or about September 4, 2010, Christopher Smith ("Mr. Smith") purchased a
20 football-season-long subscription granting Mr. Smith a limited, non-exclusive license to view
21 Handicapper Reports published and licensed by Stevo under the mark ANTHONY REDD ("Mr.
22 Smith's Subscription").

23 126. In order to purchase Mr. Smith's Subscription, Mr. Smith had to scroll through
24 and affirmatively indicate Mr. Smith's entry into a User Contract (the "Smith User Contract").

25 127. On or about October 1, 2010, Stevo published, and furnished to Mr. Smith under
26 the terms of Mr. Smith's Subscription, a Handicapping Report (the "10-1-2010 Redd Report").

27 128. On or about October 1, 2010, Mr. Smith caused to be submitted and published in
28 the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name

1 “clownpuncher” (the “Clownpuncher Contributor-Agent”), a verbatim copy of the 10-1-2010
2 Redd Report (the “10-1-2010 Redd Infringement”).

3 129. SBR Marketing published the 10-1-2010 Redd Infringement with the subject line
4 “A Redd 10/1.”

5 130. An SBR Marketing Contributor-Agent rewarded the Clownpuncher Contributor-
6 Agent with 13 units of SBR Currency for effectuating the publication of the 10-1-2010 Redd
7 Infringement.

8 131. Approximately 15 hours after the Clownpuncher Contributor-Agent effectuated
9 the publication of the 10-1-2010 Redd Infringement, *i.e.* several hours after the football game
10 that was the subject of the 10-1-2010 Redd Report had ended, an SBR Marketing Moderator-
11 Agent with the user name “Willie Bee” (“Agent Willie Bee”) edited the 10-1-2010 Redd
12 Infringement to delete the first four words of the 10-1-2010 Redd Report.

13 132. On or about October 2, 2010, Stevo published, and furnished to Mr. Smith under
14 the terms of Mr. Smith’s Subscription, a Handicapping Report entitled “Saturday’s Plays” (the
15 “10-2-2010 Redd Report”), consisting of the following text:

16 75 Dime play on Washington plus the points at Southern
17 California. As this [selection] is released at 1 AM [Pacific], the
18 Huskies are [currently] a 10-point road dog versus the Trojans.
19 50 Dime play on Stanford plus the points at Oregon. As this
20 [selection] is released at 1 AM [Pacific], the Cardinal is [currently]
21 a 6 1/2 to 7-point road dog versus the Ducks [depending] on where
22 you shop.
23 15 Dime play on Buffalo plus the points at Bowling Green. The
24 Bulls are [currently] a 3 to 3 1/2 point road dog in this contest.
25 15 Dime play on Wyoming plus the points at Toledo. The
26 Cowboys are [currently] a 3 1/2 to 4 1/2 point road dog depending
27 on where you shop. With 4 1/2 points being the most dominant
28 number.

1 15 Dime play on SMU over Rice. The Mustangs are [currently] a
2 12 1/2 point road favorite in this contest.

3 133. On or about October 2, 2010, Mr. Smith caused to be submitted and published in
4 the Service Plays Section, by the Clownpuncher Contributor-Agent, a verbatim or nearly
5 verbatim copy of the 10-2-2010 Redd Report (the "10-2-2010 Redd Infringement"):

6 134. The Clownpuncher Contributor-Agent caused the 10-2-2010 Redd Infringement
7 to be published with the subject line "A Redd 10/2."

8 135. Five SBR Marketing Contributor-Agents rewarded the Clownpuncher
9 Contributor-Agent with a total of 30 SBR Currency for effectuating the publication of the 10-2-
10 2010 Redd Infringement.

11 136. Approximately 90 minutes after the Clownpuncher Contributor-Agent effected
12 the publication of the 10-2-2010 Redd Infringement, Agent Willie Bee edited the 10-2-2010
13 Redd Infringement as follows:

14 Washington plus the points at Southern California. As this
15 selection is released at 1 AM Pacifinc [*sic*], the Huskies are
16 currently a 10-point road dog versus the Trojans.

17 Stanford plus the points at Oregon. As this selection is released at
18 1 AM Pacifinc [*sic*], the Cardinal is currently a 6 1/2 to 7-point
19 road dog versus the Ducks depending on where you shop.

20 Buffalo plus the points at Bowling Green. The Bulls are currently
21 a 3 to 3 1/2 point road dog in this contest.

22 Wyoming plus the points at Toledo. The Cowboys are currently a
23 3 1/2 to 4 1/2 point road dog depending on where you shop. With
24 4 1/2 points being the most dominant number.

25 SMU over Rice. The Mustangs are currently a 12 1/2 point road
26 favorite in this contest.

27 137. Approximately three hours after Agent Willie Bee edited the 10-2-2010 Redd
28 Infringement, the Clownpuncher Contributor-Agent caused the following content to be published

1 in the Service Plays Section, which neither Agent Willie Bee nor any other SBR Marketing
2 Moderator-Agent deleted:

3 75 dimes wash

4 50 dimes stanford

5 15 dimes buff, wyoming and smu

6 138. On or about October 3, 2010, Stevo published, and furnished to Mr. Smith under
7 the terms of Mr. Smith's Subscription, a Handicapping Report entitled "Sunday's Card" (the
8 "10-3-2010 Redd Report"), consisting of the following text:

9 75 Dime play on the Redskins plus the points over the Eagles. As

10 this [selection] is released at 1 AM Eastern, Washington is

11 between a 5 1/2 to 6 point pup [depending] on where you shop.

12 15 Dime play on the Ravens plus the points over the Steelers.

13 Baltimore is [currently] getting 2 1/2 points in this contest.

14 15 Dime play on the Falcons over the 49ers. Atlanta is [currently]

15 a 6 1/2 point favorite in this contest.

16 139. On or about October 3, 2010, Mr. Smith caused to be submitted and published in
17 the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name
18 "WhiZzer" (the "WhiZzer Contributor-Agent"), a near-verbatim copy of the 10-3-2010 Redd
19 Report, consisting of the following text:

20 Dime play on the Redskins plus the points over the Eagles. As this

21 selection is released at 1 AM Eastern, Washington is between a 5

22 1/2 to 6 point pup depending on where you shop.

23 Dime play on the Ravens plus the points over the Steelers.

24 Baltimore is currentnly [*sic*] getting 2 1/2 points in this contest.

25 Dime play on the Falcons over the 49ers. Atlanta is currentnly

26 [*sic*] a 6 1/2 point favorite in this contest.

1 140. On or about October 9, 2010, Stevo published, and furnished to Mr. Smith under
2 the terms of Mr. Smith's Subscription, a Handicapping Report entitled "Saturday's Plays" (the
3 "10-9-2010 Redd Report").

4 141. On or about October 9, 2010, Mr. Smith caused to be submitted and published in
5 the Service Plays Section, by an SBR Marketing Contributor-Agent with the username
6 "zbones99" (the "Zbones99 Contributor-Agent"), a verbatim copy of the 10-9-2010 Redd Report
7 (the "10-9-2010 Redd Infringement").

8 142. SBR Marketing published the 10-9-2010 Redd Infringement with a subject line
9 including the text "A Redd."

10 143. On or about October 16, 2010, Stevo published, and furnished to Mr. Smith under
11 the terms of Mr. Smith's Subscription, a Handicapping Report (the "10-16-2010 Redd Report"),
12 consisting of the following text:

13 75 Dime 1st Half Play on Notre Dame over Western Michigan. As
14 this [selection] is released at 4 AM [Pacific], the Irish are
15 [currently] a 14-point favorite in the 1st Half of this contest.
16 20 Dime Play on California as the road dog over Southern Cal.
17 The Golden Bears are [currently] getting 2 1/2 points in this
18 contest.
19 20 Dime Play on Rice as the home dog over Houston. The Owls
20 are [currently] getting 9 1/2 points in this contest.

21 144. On or about October 16, 2010, Mr. Smith caused to be submitted and published in
22 the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name
23 "Bucketwah" (the "Bucketwah Contributor-Agent"), a near-verbatim copy of the 10-16-2010
24 Redd Report (the "10-16-2010 Redd Infringement"), consisting of the following text, followed
25 by the commentary "from a very reliable friend. Top play is biggest.":

26 Play 1st Half Play on Notre Dame over Western Michigan. As this
27 selection is released at 4 AM Pacifinc [sic], the Irish are currentoy
28 [sic] a 14-point favorite in the 1st Half of this contest.

1 Play on California as the road dog over Southern Cal. The Golden
2 Bears are currentoy [sic] getting 2 1/2 points in this contest.

3 Play on Rice as the home dog over Houston. The Owls are
4 currentoy [sic] getting 9 1/2 points in this contest.

5 145. On or about October 18, 2010, Rahul Dutta ("Mr. Dutta") purchased a limited,
6 non-exclusive license to view, and received an electronic copy of, a Handicapping Report
7 entitled "Monday Night Total Of The Year," published and licensed by Stevo under the mark
8 STEVE BUDIN (the "10-18-2010 Budin Report") ("Mr. Dutta's Purchase").

9 146. In order to make Mr. Dutta's Purchase, Mr. Dutta had to scroll through and
10 affirmatively indicate Mr. Dutta's entry into a User Contract (the "Dutta User Contract").

11 147. On or about October 18, 2010, Mr. Dutta caused to be submitted and published in
12 the Service Plays Section, by an SBR Marketing Contributor-Agent with the user name "ebbs"
13 (the "Ebbs Contributor-Agent"), a near-verbatim copy of the Budin Report.

14 148. On or about September 20, 2010, Pedro Ganes ("Mr. Ganes") purchased a year-
15 long subscription granting Mr. Ganes a limited, non-exclusive license to view Handicapper
16 Reports published and licensed by Stevo under the mark JEFF BENTON ("Mr. Ganes'
17 Subscription").

18 149. In order to purchase Mr. Ganes' Subscription, Mr. Ganes had to scroll through
19 and affirmatively indicate Mr. Ganes' entry into a User Contract (the "Ganes User Contract").

20 150. On or about October 27, 2010, Stevo published, and furnished to Mr. Ganes under
21 the terms of Mr. Ganes' Subscription, a Handicapping Report entitled "Jeff Benton Wednesday's
22 Action" (the "10-27-2010 Benton Report").

23 151. On or about October 27, 2010, Mr. Ganes caused to be submitted and published in
24 the Service Plays Section, by a SBR Marketing Contributor-Agent with the username "Stallion"
25 (the "Stallion Contributor-Agent"), a nearly verbatim copy of the first two paragraphs of the 10-
26 27-2010 Benton Report (the "10-27-2010 Benton Infringement"), which paragraphs summarize
27 and disclose the analysis and recommendations set forth in the 10-27-2010 Benton Report.
28

1 152. SBR Marketing published the 10-27-2010 Benton Infringement with the subject
2 line “Jeff Benton.”

3 **IV. SBR MARKETING’S KNOWING GAIN AT STEVO’S EXPENSE**

4 153. Internet users seeking information online regarding the “picks” of a particular
5 sports handicapper are more likely to obtain that information from a source that appears at or
6 near the top of results from Internet search engines such as Google than from sources that appear
7 lower in search engine results.

8 154. SBR Marketing knowingly uses, and knowingly engages SBR Marketing
9 Contributor-Agents to use, the Marks in connection with published infringements of Stevo’s
10 Handicapper Reports, in order to gain higher placement in Internet search engine results with
11 respect to the Marks and thereby illegitimately divert commercial traffic from Stevo for SBR
12 Marketing’s financial gain.

13 155. As of February 3, 2011, a Google search for “Al Demarco picks” yielded the SBR
14 Website on the first page of search results, ahead of multiple Stevo Websites on which
15 Handicapper Reports published under the DeMarco Mark legitimately appear.

16 156. The Google search results for “Al Demarco picks,” as of February 3, 2011, are
17 derived in significant part from the subject lines of content published by SBR Marketing in the
18 Service Plays Section containing unauthorized displays, reproductions and republications of, and
19 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
20 under the DeMarco Mark.

21 157. The Google search results for “Al Demarco picks,” as of February 3, 2011,
22 actually excerpt content in the Service Plays Section in which an SBR Marketing Contributor-
23 Agent wrote, “Somebody (possibly me) will probably post Al DeMarco’s pick as soon as we get
24 ahold [*sic*] of it, and if that happens, you’re welcome to take it...”

25 158. As of February 3, 2011, a Google search for “Brandon Lang picks” yielded the
26 SBR Website as the second search result, immediately behind the Stevo Website on which
27 Handicapper Reports published under the Lang Mark legitimately appears.

1 159. The Google search results for “Brandon Lang picks,” as of February 3, 2011, are
2 derived in significant part from the subject lines of content published by SBR Marketing in the
3 Service Plays Section containing unauthorized displays, reproductions and republications of, and
4 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
5 under the Lang Mark.

6 160. The Google search results for “Brandon Lang picks,” as of February 3, 2011,
7 actually excerpt content in the Service Plays Section in which an SBR Marketing Contributor-
8 Agent wrote, “I will keep track of Brandon Lang’s football picks here for the entire season. I
9 believe this is beneficial because he’s possibly the WORST [handi]capper.”

10 161. As of February 3, 2011, a Google search for “Jeff Benton picks” yielded the SBR
11 Website as the third search result, ahead of all but one of the Stevo Websites on which
12 Handicapper Reports published under the Benton Mark legitimately appear.

13 162. The Google search results for “Jeff Benton picks,” as of February 3, 2011, are
14 derived in significant part from the subject lines of content published by SBR Marketing in the
15 Service Plays Section containing unauthorized displays, reproductions and republications of, and
16 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
17 under the Benton Mark.

18 163. As of February 3, 2011, a Google search for “Matt Rivers picks” yielded the SBR
19 Website on the first page of search results, ahead of multiple Stevo Websites on which
20 Handicapper Reports published under the Rivers Mark legitimately appear.

21 164. As of February 3, 2011, a Google search for “Steve Budin picks” yielded the SBR
22 Website as the second search result, ahead of all but one of the Stevo Websites on which
23 Handicapper Reports published under the Budin Mark legitimately appear.

24 165. The Google search results for “Steve Budin picks,” as of February 3, 2011, are
25 derived in significant part from the subject lines of content published by SBR Marketing in the
26 Service Plays Section containing unauthorized displays, reproductions and republications of, and
27 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
28 under the Budin Mark.

1 166. As of February 3, 2011, a Google search for “Andy Fanelli picks” yielded the
2 SBR Website as the third search result, ahead of all but one of the Stevo Websites on which
3 Handicapper Reports published under the Fanelli Mark legitimately appear.

4 167. The Google search results for “Andy Fanelli picks,” as of February 3, 2011, are
5 derived in significant part from the subject lines of content published by SBR Marketing in the
6 Service Plays Section containing unauthorized displays, reproductions and republications of, and
7 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
8 under the Fanelli Mark.

9 168. The Google search results for “Andy Fanelli picks,” as of February 3, 2011,
10 actually content published in the Service Plays Section in which an SBR Marketing Contributor-
11 Agent effectuated a verbatim republication of at least the first sentence of a Handicapper Report
12 originally published by Stevo under the Fanelli Mark.

13 169. As of February 3, 2011, a Google search for “Anthony Redd picks” yielded the
14 SBR Website as the first search result, rather than any of the Stevo Websites on which
15 Handicapper Reports published under the Redd Mark legitimately appear.

16 170. The Google search results for “Anthony Redd picks,” as of February 3, 2011, are
17 derived in significant part from the subject lines of content published by SBR Marketing in the
18 Service Plays Section containing unauthorized displays, reproductions and republications of, and
19 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
20 under the Redd Mark.

21 171. As of February 3, 2011, a Google search for “Bob Valentino picks” yielded the
22 SBR Website as the second search result, ahead of all but one of the Stevo Websites on which
23 Handicapper Reports published under the Valentino Mark legitimately appear.

24 172. The Google search results for “Scott Delaney picks,” as of February 3, 2011, are
25 derived in significant part from the subject lines of content published by SBR Marketing in the
26 Service Plays Section containing unauthorized displays, reproductions and republications of, and
27 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
28 under the Delaney Mark.

1 173. As of February 3, 2011, a Google search for “Bobby Maxwell picks” yielded the
2 SBR Website as the third search result, ahead of all but one of the Stevo Websites on which
3 Handicapper Reports published under the Maxwell Mark legitimately appear.

4 174. The Google search results for “Bobby Maxwell picks,” as of February 3, 2011,
5 are derived in significant part from the subject lines of content published by SBR Marketing in
6 the Service Plays Section containing unauthorized displays, reproductions and republications of,
7 and unauthorized derivative works based on, Handicapper Reports originally published by Stevo
8 under the Maxwell Mark.

9 175. As of February 3, 2011, a Google search for “Brett Atkins picks” yielded the SBR
10 Website as the second search result, ahead of all but one of the Stevo Websites on which
11 Handicapper Reports published under the Atkins Mark legitimately appear.

12 176. The Google search results for “Brett Atkins picks,” as of February 3, 2011, are
13 derived in significant part from the subject lines of content published by SBR Marketing in the
14 Service Plays Section containing unauthorized displays, reproductions and republications of, and
15 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
16 under the Atkins Mark.

17 177. The Google search results for “Brett Atkins picks,” as of February 3, 2011,
18 actually excerpt content published in the Service Plays Section in which an SBR Marketing
19 Contributor-Agent effectuated a verbatim republication of at least the first few sentences of a
20 Handicapper Report originally published by Stevo under the Atkins Mark.

21 178. As of February 3, 2011, a Google search for “Chris Jordan picks” yielded the
22 SBR Website as the third search result, ahead of all but one of the Stevo Websites on which
23 Handicapper Reports published under the Jordan Mark legitimately appear.

24 179. The Google search results for “Chris Jordan picks,” as of February 3, 2011, are
25 derived in significant part from the subject lines of content published by SBR Marketing in the
26 Service Plays Section containing unauthorized displays, reproductions and republications of, and
27 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
28 under the Jordan Mark.

1 180. The Google search results for “Chris Jordan picks,” as of February 3, 2011,
2 actually excerpt content published by SBR Marketing in the Service Plays Section in which an
3 SBR Marketing Contributor-Agent wrote, “if anyone picks this play up please post. I was about
4 to get his monthly package again,” thereby openly soliciting misappropriation of Stevo’s
5 intellectual property.

6 181. As of February 3, 2011, a Google search for “Chuck O’Brien picks” yielded the
7 SBR Website as the second search result, ahead of all but one of the Stevo Websites on which
8 Handicapper Reports published under the O’Brien Mark legitimately appear.

9 182. The Google search results for “Chuck O’Brien picks,” as of February 3, 2011, are
10 derived in significant part from the subject lines of content published by SBR Marketing in the
11 Service Plays Section containing unauthorized displays, reproductions and republications of, and
12 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
13 under the O’Brien Mark.

14 183. The Google search results for “Chuck O’Brien picks,” as of February 3, 2011,
15 actually excerpt content published by SBR Marketing in the Service Plays Section in which an
16 SBR Marketing Contributor-Agent offers to give SBR Currency to any other Service Plays
17 Section user who would republish information from that day’s Handicapper Report published by
18 Stevo under the O’Brien Mark.

19 184. As of February 3, 2011, a Google search for “Craig Davis picks” yielded the SBR
20 Website as the first search result, rather than any of the Stevo Websites on which Handicapper
21 Reports published under the Davis Mark legitimately appear.

22 185. The Google search results for “Craig Davis picks,” as of February 3, 2011, are
23 derived in significant part from the subject lines of content published by SBR Marketing in the
24 Service Plays Section containing unauthorized displays, reproductions and republications of, and
25 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
26 under the Davis Mark.

1 186. As of February 3, 2011, a Google search for “Derek Mancini picks” yielded the
2 SBR Website as the second search result, ahead of all but one of the Stevo Websites on which
3 Handicapper Reports published under the Mancini Mark legitimately appear.

4 187. The Google search results for “Derek Mancini picks,” as of February 3, 2011, are
5 derived in significant part from the subject lines of content published by SBR Marketing in the
6 Service Plays Section containing unauthorized displays, reproductions and republications of, and
7 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
8 under the Mancini Mark.

9 188. As of February 3, 2011, a Google search for “Jay McNeil picks” yielded the SBR
10 Website as the fourth search result, ahead of all but one of the Stevo Websites on which
11 Handicapper Reports published under the McNeil Mark legitimately appear.

12 189. The Google search results for “Jay McNeil picks,” as of February 3, 2011, are
13 derived in significant part from the subject lines of content published by SBR Marketing in the
14 Service Plays Section containing unauthorized displays, reproductions and republications of, and
15 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
16 under the McNeil Mark.

17 190. The Google search results for “Jay McNeil picks,” as of February 3, 2011,
18 actually excerpt content published by SBR Marketing in the Service Plays Section in which an
19 SBR Marketing Contributor-Agent effectuated a verbatim republication of at least the first few
20 sentences of a Handicapper Report originally published by Stevo under the McNeil Mark.

21 191. As of February 3, 2011, a Google search for “Joel Tyson picks” yielded the SBR
22 Website as the second search result, ahead of all but one of the Stevo Websites on which
23 Handicapper Reports published under the Tyson Mark legitimately appear.

24 192. The Google search results for “Joel Tyson picks,” as of February 3, 2011, are
25 derived in significant part from the subject lines of content published by SBR Marketing in the
26 Service Plays Section containing unauthorized displays, reproductions and republications of, and
27 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
28 under the Tyson Mark.

1 193. The Google search results for “Joel Tyson picks,” as of February 3, 2011, actually
2 excerpt content published by SBR Marketing in the Service Plays Section in which an SBR
3 Marketing Contributor-Agent effectuated a verbatim republication of at least the first sentence of
4 a Handicapper Report originally published by Stevo under the Tyson Mark.

5 194. As of February 3, 2011, a Google search for “Scott Delaney picks” yielded the
6 SBR Website as the second search result, ahead of all but one of the Stevo Websites on which
7 Handicapper Reports published under the Delaney Mark legitimately appear.

8 195. The Google search results for “Scott Delaney picks,” as of February 3, 2011, are
9 derived in significant part from the subject lines of content published by SBR Marketing in the
10 Service Plays Section containing unauthorized displays, reproductions and republications of, and
11 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
12 under the Delaney Mark.

13 196. The Google search results for “Scott Delaney picks,” as of February 3, 2011,
14 actually excerpt a verbatim republication by an SBR Marketing Contributor-Agent of at least the
15 first few sentences of a Handicapper Report originally published by Stevo under the Delaney
16 Mark.

17 197. As of February 3, 2011, a Google search for “Sean Michaels picks” yielded the
18 SBR Website as the second search result, ahead of all but one of the Stevo Websites on which
19 Handicapper Reports published under the Michaels Mark legitimately appear.

20 198. The Google search results for “Sean Michaels picks,” as of February 3, 2011, are
21 derived in significant part from the subject lines of content published by SBR Marketing in the
22 Service Plays Section containing unauthorized displays, reproductions and republications of, and
23 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
24 under the Michaels Mark.

25 199. As of February 3, 2011, a Google search for “Stephen Nover picks” yielded the
26 SBR Website as the fourth search result, ahead of all but one of the Stevo Websites on which the
27 Handicapper Reports published under the Nover Mark legitimately appear.
28

1 200. The Google search results for “Stephen Nover picks,” as of February 3, 2011, are
2 derived in significant part from the subject lines of content published by SBR Marketing in the
3 Service Plays Section containing unauthorized displays, reproductions and republications of, and
4 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
5 under the Nover Mark.

6 201. As of February 3, 2011, a Google search for “Trace Adams picks” yielded the
7 SBR Website as the first search result, rather than any of the Stevo Websites on which
8 Handicapper Reports published under the Adams Mark legitimately appear.

9 202. The Google search results for “Trace Adams picks,” as of February 3, 2011, are
10 derived in significant part from the subject lines of content published by SBR Marketing in the
11 Service Plays Section containing unauthorized displays, reproductions and republications of, and
12 unauthorized derivative works based on, Handicapper Reports originally published by Stevo
13 under the Adams Mark.

14 203. Stevo has never licensed any of the Marks to SBR Marketing or in any other way
15 granted permission to SBR Marketing to use any of the Marks.

16 204. Stevo has never licensed any of the Handicapper Reports to SBR Marketing or in
17 any other way granted permission to SBR Marketing to display, reproduce, republish, or publish
18 derivative works based on Handicapper Reports originally published by Stevo.

19 **V. MR. DANIELE’S ATTACK ON STEVO, MR. BUDIN, AND MR. ROLLI**

20 205. Mr. Daniele has engaged in a willful, ongoing and extensive campaign to
21 misappropriate and republish without authorization Stevo’s intellectual and commercial property,
22 and to publish defamatory statements about Plaintiffs (respectively and in the aggregate) in order
23 to damage Stevo’s business and the respective personal and professional reputations of Mr.
24 Budin and Mr. Rolli.

25 206. Under the username “PepperMillRick,” Mr. Daniele contributed content to the
26 SBR Website (the “Daniele SBR Contributions”) that included, without limitation: (a)
27 defamatory and disparaging statements that Plaintiffs, collectively and respectively, have
28 engaged, and continue to engage in, fraudulent, corrupt and unscrupulous business practices; (b)

1 unauthorized republications of Stevo's copyrighted material; and (c) unauthorized republications
2 of Stevo's licensable commercial property.

3 207. Mr. Daniele contributed the Daniele SBR Contributions to the SBR Website from
4 a location within the United States of America.

5 208. In one or more of the Daniele SBR Contributions, Mr. Daniele falsely represented
6 that "PepperMillRick" was a former employee of Stevo.

7 209. In a Daniele SBR Contribution dated February 10, 2011 at 11:47 a.m., which
8 makes specific reference to "Lang," "Budin," "DeMarco," "Brandon Lang," "Brandon Link,"
9 "Al Rolli" and "Al DeMarco," and in which "PepperMillRick" made representations suggesting
10 that "PepperMillRick" was a former employee of Stevo, Mr. Daniele caused the following
11 content to be published:

12 They had less than 25 buys of Brandon's Super Bowl pick so when
13 people said WTF and e mailed WTF is going on I got Pitt for the
14 first half and not the game they would respond that they posted his
15 pick in one of his other clubs and offer them a free day or a free
16 week. Then because less than 5 people in the entire country bought
17 his picks the last two days where he went 1-2 *they posted fake*
18 *games* and make it seem like he went 3-0 (the "Fake Game
19 Misrepresentation") (emphasis added).

20 210. In a Daniele SBR Contribution dated February 10, 2011 at 11:47 a.m., which
21 makes specific reference to "Lang," "Budin," "DeMarco," "Brandon Lang," "Brandon Link,"
22 "Al Rolli" and "Al DeMarco," and in which "PepperMillRick" made representations suggesting
23 that "PepperMillRick" was a former employee of Stevo, Mr. Daniele caused the following
24 content to be published:

25 We were told to sign up with up to five message boards under
26 different fake names. We were told to post messages like "isn't
27 Lang sharp?" or "isn't Lang running hot?" or "don't fade him
28 tonight he's on the right side". That way idiots or new people

1 would buy their games. I personally was on 5 message boards and
2 it was crazy how just a few posts would generate buys to Lang's
3 site. Now they r in big trouble. No one is buying much of anything
4 from any capper. On an average day less each capper was selling
5 about only 2 or 3 daily packages. Be careful everyone as Rolli and
6 Budin r friends with many of the people that run the message
7 boards and if you buy picks from them to fade they try to match up
8 ip addresses who buy to these message boards. Many, many people
9 are in bed together and a few of the message boards r sold off
10 interests in their product to sports handicapping firms and offshore
11 sportsbooks (the "Message Board Misrepresentation").

12 211. In a Daniele SBR Contribution dated February 10, 2011 at 11:47 a.m., which
13 makes specific reference to "Lang," "Budin," "DeMarco," "Brandon Lang," "Brandon Link,"
14 "Al Rolli" and "Al DeMarco," and in which "PepperMillRick" made representations suggesting
15 that "PepperMillRick" was a former employee of Stevo, Mr. Daniele caused the following
16 content to be published:

17 Everything we did from hyping games, telling people to buy half
18 points, tease games and parlays go against basic strategies of
19 winning in gambling. Basically they didn't care about any of their
20 clients (the "Hype Misrepresentation").

21 212. Mr. Daniele has never worked for Stevo.

22 213. Mr. Daniele did not, and does not, have any capability to gain, by authorized
23 means, first-hand personal knowledge regarding the day-to-day operations of Stevo.

24 214. Mr. Daniele could not have gained, by authorized means, information regarding
25 the various methodologies used by Stevo's handicappers.
26
27
28

FIRST CAUSE OF ACTION

REGISTERED MARK INFRINGEMENT UNDER THE LANHAM ACT,

15 U.S.C. § 1114(a)(1) (BY STEVO, AGAINST SBR)

215. Stevo repeats and realleges all the allegations set forth above.

216. SBR Marketing, by and through its employees and agents, including SBR Marketing Contributor-Agents and SBR Marketing Moderator-Agents, is using and/or has used the Registered Marks (the “Infringing Registered Marks”) in commerce in connection with the sale, offering for sale, distribution, and advertising of goods and services, specifically, sports Handicapper Reports, without Stevo’s consent, and with knowledge that SBR Marketing’s use of the Infringing Registered Marks in commerce constitutes the use of a counterfeit mark or designation (the “SBR Marketing Infringing Registered Mark Use”).

217. The SBR Marketing Infringing Registered Mark Use constitutes more than a nominative use of the Infringing Registered Marks, because SBR Marketing engages in the SBR Marketing Infringing Registered Mark Use specifically to denote the source of the infringed content appearing on the SBR Website that was originally licensed by Stevo under the Registered Marks.

218. When SBR Marketing republishes infringed Handicapper Reports in conjunction with the Infringing Registered Marks, SBR Marketing thereby leads users to believe that SBR Marketing is, or is affiliated with, the source of the infringed Handicapper Reports and the Infringing Registered Marks,

219. When SBR Marketing republishes infringed Handicapper Reports in conjunction with the Infringing Registered Marks, SBR Marketing thereby leads users to believe that SBR Marketing has permission to republish the Infringing Registered Marks in conjunction with the infringed Handicapper Reports.

220. The SBR Marketing Infringing Registered Mark Use constitutes more than a nominative use of the Infringing Registered Marks, because SBR Marketing engages in the SBR Marketing Infringing Registered Mark Use to illegitimately divert commercial traffic from Stevo for SBR Marketing’s financial gain.

1 221. By engaging in the SBR Marketing Infringing Registered Mark Use, rather than
2 merely republishing infringed Handicapper Reports without use of the Infringing Registered
3 Marks, SBR Marketing republishes the source indicators with respect to the Handicapper
4 Reports, which source indicators are not an integral or incorporated part of the Handicapper
5 Reports.

6 222. The SBR Marketing Infringing Registered Mark Use is likely to cause confusion,
7 cause mistake, or deceive consumers and the public with respect to the goods and services
8 offered in commerce by SBR Marketing.

9 223. SBR Marketing has willfully engaged in the SBR Marketing Infringing
10 Registered Mark Use with knowledge that the SBR Marketing Infringing Registered Mark Use
11 constitutes infringement of the Registered Marks.

12 224. The SBR Marketing Infringing Registered Mark Use has damaged and will
13 continue to damage the reputation and goodwill of Stevo established in connection with the
14 Registered Marks, in violation of § 32 of the Lanham Act (15 U.S.C. § 1114).

15 225. Stevo has sustained actual damages as a direct and proximate result of the SBR
16 Marketing Infringing Registered Mark Use, and SBR Marketing is liable to Stevo for the amount
17 of those actual damages pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

18 226. SBR Marketing has profited as a direct and proximate result of the SBR
19 Marketing Infringing Registered Mark Use, and SBR Marketing is liable to Stevo for the amount
20 of those profits pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

21 227. SBR Marketing is liable to Stevo for three times Stevo's actual damages or SBR
22 Marketing's profits resulting from the SBR Marketing Infringing Registered Mark Use,
23 whichever is greater, plus prejudgment interest on such amount, or, in the alternative, to statutory
24 damages not exceeding \$2,000,000 per type of goods or services sold, offered for sale, or
25 distributed by SBR Marketing under the Infringing Registered Marks, pursuant to § 35 of the
26 Lanham Act (15 U.S.C. § 1117) as amended by the Prioritizing Resources and Organization for
27 Intellectual Property Act of 2008.

1 228. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 229. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement by SBR Marketing of the Registered Marks, Stevo will be irreparably harmed, and
6 Stevo is thus entitled to preliminary and permanent injunctive relief against further infringement
7 by SBR Marketing of the Registered Marks, pursuant to § 35 of the Lanham Act (15 U.S.C. §
8 1117).

9 230. Stevo has incurred costs of suit in connection with bringing this action, and SBR
10 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
11 § 1117).

12 **SECOND CAUSE OF ACTION**

13 **CONTRIBUTORY REGISTERED MARK INFRINGEMENT UNDER THE LANHAM**

14 **ACT, 15 U.S.C. § 1114(a)(1) (BY STEVO, AGAINST SBR)**

15 231. Stevo repeats and realleges all the allegations set forth above.

16 232. SBR Marketing has intentionally induced others, specifically, SBR Marketing
17 Contributor-Agents, to infringe the Registered Marks, by engaging and paying those SBR
18 Marketing Contributor-Agents to author and effectuate publication of content that infringes the
19 Registered Marks.

20 233. SBR Marketing has continued to supply SBR Marketing's services, specifically,
21 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
22 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
23 in infringement of the Registered Marks.

24 234. SBR Marketing Contributor-Agents' use of the Infringing Registered Marks
25 constitutes more than a nominative use of the Infringing Registered Marks, because SBR
26 Marketing Contributor-Agents use the Infringing Registered Marks specifically to denote the
27 source of the infringed content appearing on the SBR Website that was originally licensed by
28 Stevo under the Registered Marks.

1 235. SBR Marketing Contributor-Agents' use of the Infringing Registered Marks
2 constitutes more than a nominative use of the Infringing Registered Marks, because SBR
3 Marketing engages SBR Marketing Contributor-Agents to use the Infringing Registered Marks
4 to illegitimately divert commercial traffic from Stevo for SBR Marketing's financial gain.

5 236. SBR Marketing's acts and omissions alleged herein have damaged and will
6 continue to damage the reputation and goodwill of Stevo established in connection with the
7 Registered Marks, in violation of § 32 of the Lanham Act (15 U.S.C. § 1114).

8 237. Stevo has sustained actual damages as a direct and proximate result of SBR's acts
9 and omissions alleged herein, and SBR Marketing is liable to Stevo for the amount of those
10 actual damages pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

11 238. SBR Marketing has profited as a direct and proximate result of SBR's acts and
12 omissions alleged herein, and SBR Marketing is liable to Stevo for the amount of those profits
13 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

14 239. SBR Marketing is liable to Stevo for three times Stevo's actual damages or SBR
15 Marketing's profits resulting from SBR's acts and omissions alleged herein, whichever is
16 greater, plus prejudgment interest on such amount, or, in the alternative, to statutory damages not
17 exceeding \$2,000,000 per type of goods or services sold, offered for sale, or distributed by SBR
18 Marketing under the Infringing Registered Marks, pursuant to § 35 of the Lanham Act (15 U.S.C.
19 § 1117) as amended by the Prioritizing Resources and Organization for Intellectual Property Act
20 of 2008.

21 240. SBR Marketing's acts and omissions as alleged herein, and the ongoing direct
22 results of those acts and omissions, have caused and will continue to cause irreparable harm to
23 Stevo in an amount Stevo cannot ascertain, leaving Stevo with no adequate remedy at law.

24 241. Unless SBR Marketing is preliminarily and permanently enjoined from further
25 contributory infringement by SBR Marketing of the Registered Marks, Stevo will be irreparably
26 harmed, and Stevo is thus entitled to preliminary and permanent injunctive relief against further
27 contributory infringement by SBR Marketing of the Registered Marks, pursuant to § 35 of the
28 Lanham Act (15 U.S.C. § 1117).

1 242. Stevo has incurred costs of suit in connection with bringing this action, and SBR
2 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
3 § 1117).

4 **THIRD CAUSE OF ACTION**

5 **FALSE DESIGNATION OF ORIGIN UNDER THE LANHAM ACT, 15 U.S.C. § 1125(a)**

6 **(BY STEVO, AGAINST SBR)**

7 243. Stevo repeats and realleges all the allegations set forth above.

8 244. SBR Marketing, by and through SBR Marketing's employees and agents,
9 including without limitation SBR Marketing Contributor-Agents and SBR Marketing Moderator-
10 Agents, is using and/or has used the Marks in commerce (the "Infringing Marks") in connection
11 with the sale, offering for sale, distribution, and advertising of goods and services, without
12 Stevo's consent (the "SBR Marketing Infringing Use").

13 245. The SBR Marketing Infringing Use constitutes more than a nominative use of the
14 Infringing Marks, because SBR Marketing engages in the SBR Marketing Infringing Use
15 specifically to denote the source of the infringed content appearing on the SBR Website that was
16 originally licensed by Stevo under the Marks.

17 246. When SBR Marketing republishes infringed Handicapper Reports in conjunction
18 with the Infringing Marks, SBR Marketing thereby leads users to believe that SBR Marketing
19 has permission to republish the Infringing Marks in conjunction with the infringed Handicapper
20 Reports.

21 247. The SBR Marketing Infringing Use constitutes more than a nominative use of the
22 Infringing Marks, because SBR Marketing engages in the SBR Marketing Infringing Use to
23 illegitimately divert commercial traffic from Stevo for SBR Marketing's financial gain.

24 248. By engaging in the SBR Marketing Infringing Use, rather than merely
25 republishing infringed Handicapper Reports, SBR Marketing republishes the source indicators
26 with respect to the Handicapper Reports, which source indicators are not an integral or
27 incorporated part of the Handicapper Reports.

1 249. The SBR Marketing Infringing Use constitutes a false designation of origin and a
2 false description and representation of SBR Marketing's business and goods and services, which
3 has damaged and will continue to damage the reputation and goodwill of Stevo established in
4 connection with the Marks, in violation of § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)).

5 250. Stevo has sustained actual damages as a direct and proximate result of the SBR
6 Marketing Infringing Use, and SBR Marketing is liable to Stevo for the amount of those actual
7 damages pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

8 251. SBR Marketing has profited as a direct and proximate result of the SBR
9 Marketing Infringing Use, and SBR Marketing is liable to Stevo for the amount of those profits
10 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

11 252. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
12 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
13 ascertain, leaving Stevo with no adequate remedy at law.

14 253. Unless SBR Marketing is preliminarily and permanently enjoined from further
15 illegal use by SBR Marketing of the Marks, Stevo will be irreparably harmed, and Stevo is thus
16 entitled to preliminary and permanent injunctive relief against further illegal use by SBR
17 Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. § 1116).

18 254. Stevo has been required to retain an attorney to prosecute this action, and SBR
19 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
20 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

21 255. Stevo has incurred costs of suit in connection with bringing this action, and SBR
22 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
23 § 1117).

24 **FOURTH CAUSE OF ACTION**

25 **CONTRIBUTORY FALSE DESIGNATION OF ORIGIN UNDER THE LANHAM ACT,**

26 **15 U.S.C. § 1125(a) (BY STEVO, AGAINST SBR)**

27 256. Stevo repeats and realleges all the allegations set forth above.
28

1 257. SBR Marketing has intentionally induced others, specifically, SBR Marketing
2 Contributor-Agents, to make use of the Marks in a manner that constitutes a false designation of
3 origin and a false description and representation of SBR Marketing's business and goods and
4 services, by paying those SBR Marketing Contributor-Agents to author and effectuate
5 publication of content making prominent use of the Infringing Marks, thereby causing SBR
6 Marketing to be more strongly associated with the Marks in at least one significant search engine
7 algorithm than Stevo itself.

8 258. SBR Marketing has continued to supply SBR Marketing's services, specifically,
9 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
10 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
11 in use of the Marks that constitutes a false designation of origin and a false description and
12 representation of SBR Marketing's business and goods and services.

13 259. SBR Marketing Contributor-Agents' use of the Infringing Marks constitutes more
14 than a nominative use of the Infringing Marks, because SBR Marketing Contributor-Agents use
15 the Infringing Marks specifically to denote the source of the infringed content appearing on the
16 SBR Website that was originally licensed by Stevo under the Marks.

17 260. SBR Marketing Contributor-Agents' use of the Infringing Marks constitutes more
18 than a nominative use of the Infringing Marks, because SBR Marketing engages SBR Marketing
19 Contributor-Agents to use the Infringing Marks to illegitimately divert commercial traffic from
20 Stevo for SBR Marketing's financial gain.

21 261. Stevo has sustained actual damages as a direct and proximate result of SBR
22 Marketing's acts and omissions alleged herein, and SBR Marketing is liable to Stevo for the
23 amount of those actual damages pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

24 262. SBR Marketing has profited as a direct and proximate result of SBR Marketing's
25 acts and omissions alleged herein, and SBR Marketing is liable to Stevo for the amount of those
26 profits pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

1 263. SBR Marketing's acts and omissions as alleged herein, and the ongoing direct
2 results of those acts, have caused and will continue to cause irreparable harm to Stevo in an
3 amount Stevo cannot ascertain, leaving Stevo with no adequate remedy at law.

4 264. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 illegal use by SBR Marketing of the Marks, Stevo will be irreparably harmed, and Stevo is thus
6 entitled to preliminary and permanent injunctive relief against further illegal use by SBR
7 Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. § 1116).

8 265. Stevo has been required to retain an attorney to prosecute this action, and SBR
9 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
10 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

11 266. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
13 § 1117).

14 **FIFTH CAUSE OF ACTION**

15 **MARK DILUTION (BLURRING) UNDER THE LANHAM ACT, 15 U.S.C. § 1125(c)**

16 **(BY STEVO, AGAINST SBR)**

17 267. Stevo repeats and realleges all the allegations set forth above.

18 268. During the years in which the Marks have been in continuous use and subject to
19 extensive marketing, the Marks have acquired a high level of distinctiveness and fame in
20 connection with Stevo's provision of goods and services under the Marks.

21 269. The Marks were famous when SBR Marketing began using the Infringing Marks
22 in interstate commerce.

23 270. SBR Marketing's wrongful use of the Infringing Marks was willful, and SBR
24 Marketing willfully intended to trade on the recognition of the Marks when SBR Marketing used
25 the Infringing Marks.

26 271. SBR Marketing's use of the Infringing Marks, which are identical or nearly
27 identical to the Marks, cause dilution of the distinctive qualities of the Marks, and such dilution
28

1 has damaged and will continue to damage the reputation and goodwill of Stevo established in
2 connection with the Marks, in violation of § 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

3 272. Stevo has sustained actual damages as a direct and proximate result of the
4 Infringing Use, and SBR Marketing is liable to Stevo for the amount of those actual damages
5 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

6 273. SBR Marketing has profited as a direct and proximate result of the Infringing Use,
7 and SBR Marketing is liable to Stevo for the amount of those profits pursuant to § 35 of the
8 Lanham Act (15 U.S.C. § 1117).

9 274. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
10 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
11 ascertain, leaving Stevo with no adequate remedy at law.

12 275. Unless SBR Marketing is preliminarily and permanently enjoined from further
13 dilution by blurring by SBR Marketing of the Marks, Stevo will be irreparably harmed, and
14 Stevo is thus entitled to preliminary and permanent injunctive relief against further dilution by
15 blurring by SBR Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. §
16 1116).

17 276. Stevo has been required to retain an attorney to prosecute this action, and SBR
18 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
19 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

20 277. Stevo has incurred costs of suit in connection with bringing this action, and SBR
21 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
22 § 1117).

23 **SIXTH CAUSE OF ACTION**

24 **CONTRIBUTORY MARK DILUTION (BLURRING) UNDER THE LANHAM ACT,**

25 **15 U.S.C. § 1125(c) (BY STEVO, AGAINST SBR)**

26 278. Stevo repeats and realleges all the allegations set forth above.

27 279. SBR Marketing has intentionally induced others, specifically, SBR Marketing
28 Contributor-Agents, to make use of the Marks in a manner willfully intended to trade on the

1 recognition of the Marks, by paying those SBR Marketing Contributor-Agents to authors and
2 effectuate publication of content making prominent use of the Infringing Marks, thereby causing
3 SBR Marketing to be more strongly associated with the Marks in at least one significant search
4 engine algorithm than Stevo itself.

5 280. SBR Marketing has continued to supply SBR Marketing's services, specifically,
6 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
7 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
8 in use of the Marks in a manner willfully intended to trade on the recognition of the Marks.

9 281. The Marks were famous when SBR Marketing began paying SBR Marketing
10 Contributor-Agents to contribute to the SBR Website content whose publication by SBR
11 Marketing constitutes use of the Infringing Marks in interstate commerce.

12 282. SBR Marketing's inducement of SBR Marketing Contributor-Agents to use the
13 Infringing Marks in the Service Plays Section was willful, and SBR Marketing willfully intended
14 to trade on the recognition of the Marks when SBR Marketing paid SBR Marketing Contributor-
15 Agents to contribute content to the SBR Website making improper use of the Infringing Marks.

16 283. SBR Marketing's inducement of SBR Marketing Contributor-Agents to use the
17 Infringing Marks, which are identical or nearly identical to the Marks, causes dilution of the
18 distinctive qualities of the Marks, and such dilution has damaged and will continue to damage
19 the reputation and goodwill of Stevo established in connection with the Marks, in violation of §
20 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

21 284. Stevo has sustained actual damages as a direct and proximate result of the
22 Infringing Use, and SBR Marketing is liable to Stevo for the amount of those actual damages
23 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

24 285. SBR Marketing has profited as a direct and proximate result of the Infringing Use,
25 and SBR Marketing is liable to Stevo for the amount of those profits pursuant to § 35 of the
26 Lanham Act (15 U.S.C. § 1117).

1 286. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 287. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 dilution by blurring by SBR Marketing of the Marks, Stevo will be irreparably harmed, and
6 Stevo is thus entitled to preliminary and permanent injunctive relief against further dilution by
7 blurring by SBR Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. §
8 1116).

9 288. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
11 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

12 289. Stevo has incurred costs of suit in connection with bringing this action, and SBR
13 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
14 § 1117).

15 **SEVENTH CAUSE OF ACTION**

16 **MARK DILUTION (TARNISHMENT) UNDER THE LANHAM ACT, 15 U.S.C. § 1125(c)**

17 **(BY STEVO, AGAINST SBR)**

18 290. Stevo repeats and realleges all the allegations set forth above.

19 291. During the years in which the Marks have been in continuous use and subject to
20 extensive marketing, the Marks have acquired a high level of distinctiveness and fame in
21 connection with Stevo's provision of goods and services under the Marks.

22 292. The Marks were famous when SBR Marketing began using the Infringing Marks
23 in interstate commerce.

24 293. SBR Marketing's wrongful use of the Infringing Marks was willful, and SBR
25 Marketing willfully intended to harm the reputations of the Marks when SBR Marketing used the
26 Infringing Marks.

27 294. SBR Marketing's use of the Infringing Marks, which are identical or nearly
28 identical to the Marks, causes dilution of the distinctive qualities of the Marks, and such dilution

1 has damaged and will continue to damage the reputation and goodwill of Stevo established in
2 connection with the Marks, in violation of § 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

3 295. Stevo has sustained actual damages as a direct and proximate result of the
4 Infringing Use, and SBR Marketing is liable to Stevo for the amount of those actual damages
5 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

6 296. SBR Marketing has profited as a direct and proximate result of the Infringing Use,
7 and SBR Marketing is liable to Stevo for the amount of those profits pursuant to § 35 of the
8 Lanham Act (15 U.S.C. § 1117).

9 297. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
10 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
11 ascertain, leaving Stevo with no adequate remedy at law.

12 298. Unless SBR Marketing is preliminarily and permanently enjoined from further
13 dilution by tarnishment by SBR Marketing of the Marks, Stevo will be irreparably harmed, and
14 Stevo is thus entitled to preliminary and permanent injunctive relief against further dilution by
15 tarnishment by SBR Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. §
16 1116).

17 299. Stevo has been required to retain an attorney to prosecute this action, and SBR
18 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
19 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

20 300. Stevo has incurred costs of suit in connection with bringing this action, and SBR
21 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
22 § 1117).

23 **EIGHTH CAUSE OF ACTION**

24 **CONTRIBUTORY MARK DILUTION (TARNISHMENT) UNDER THE LANHAM**

25 **ACT, 15 U.S.C. § 1125(c) (BY STEVO, AGAINST SBR)**

26 301. Stevo repeats and realleges all the allegations set forth above.

27 302. SBR Marketing has intentionally induced others, including, without limitation,
28 SBR Marketing Contributor-Agents, to make use of the Marks in a manner willfully intended to

1 harm the reputations of the Marks, by paying those SBR Marketing Contributor-Agents to author
2 and effectuate publication of content making prominent disparaging use of the Infringing Marks,
3 thereby causing SBR Marketing to be more strongly associated with the Marks in at least one
4 significant search engine algorithm than Stevo itself.

5 303. SBR Marketing has continued to supply SBR Marketing's services, specifically,
6 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
7 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
8 in use of the Marks in a manner willfully intended to harm the reputations of the Marks.

9 304. The Marks were famous when SBR Marketing began paying SBR Marketing
10 Contributor-Agents to contribute to the SBR Website content whose publication by SBR
11 Marketing constitutes use of Infringing Marks in interstate commerce.

12 305. SBR Marketing's inducement of SBR Marketing Contributor-Agents to use the
13 Infringing Marks in the Service Plays Section was willful, and SBR Marketing willfully intended
14 to harm the reputations of the Marks when SBR Marketing paid SBR Marketing Contributor-
15 Agents to contribute content to the SBR Website making prominent disparaging use of the
16 Infringing Marks.

17 306. SBR Marketing's inducement of SBR Marketing Contributor-Agents to
18 disparagingly use the Infringing Marks, which are identical or nearly identical to the Marks,
19 causes dilution of the distinctive qualities of the Marks, and such dilution has damaged and will
20 continue to damage the reputation and goodwill of Stevo established in connection with the
21 Marks, in violation of § 43(c) of the Lanham Act (15 U.S.C. § 1125(c)).

22 307. Stevo has sustained actual damages as a direct and proximate result of the
23 Infringing Use, and SBR Marketing is liable to Stevo for the amount of those actual damages
24 pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

25 308. SBR Marketing has profited as a direct and proximate result of the Infringing Use,
26 and SBR Marketing is liable to Stevo for the amount of those profits pursuant to § 35 of the
27 Lanham Act (15 U.S.C. § 1117).

1 309. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 310. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 dilution by blurring by SBR Marketing of the Marks, Stevo will be irreparably harmed, and
6 Stevo is thus entitled to preliminary and permanent injunctive relief against further dilution by
7 blurring by SBR Marketing of the Marks, pursuant to § 34 of the Lanham Act (15 U.S.C. §
8 1116).

9 311. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
11 of this action, pursuant to § 35 of the Lanham Act (15 U.S.C. § 1117).

12 312. Stevo has incurred costs of suit in connection with bringing this action, and SBR
13 Marketing is liable to Stevo for those costs of suit pursuant to § 35 of the Lanham Act (15 U.S.C.
14 § 1117).

15 **NINTH CAUSE OF ACTION**

16 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—3-29-2010 DAVIS**

17 **REPORT (BY STEVO, AGAINST SBR)**

18 313. Stevo repeats and realleges all the allegations set forth above.

19 314. Stevo's copyright in the 3-29-2010 Davis Report is the subject of registration
20 number TX0007371067, granted February 22, 2011, with the United States Copyright Office..

21 315. Stevo holds the exclusive right to reproduce the 3-29-2010 Davis Report, pursuant
22 to 17 U.S.C. § 106(1).

23 316. Stevo holds the exclusive right to prepare derivative works based upon the 3-29-
24 2010 Davis Report, pursuant to 17 U.S.C. § 106(2).

25 317. Stevo holds the exclusive right to distribute copies of the 3-29-2010 Davis Report,
26 pursuant to 17 U.S.C. § 106(3).

27 318. Stevo holds the exclusive right to publicly display the 3-29-2010 Davis Report,
28 pursuant to 17 U.S.C. § 106(5).

1 319. SBR Marketing reproduced the 3-29-2010 Davis Report in derogation of Stevo's
2 exclusive rights under 17 U.S.C. § 106(1).

3 320. SBR Marketing created an unauthorized derivative of the 3-29-2010 Davis Report
4 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

5 321. SBR Marketing distributed, and continues to distribute, an unauthorized
6 reproduction of the 3-29-2010 Davis Report, in derogation of Stevo's exclusive rights under 17
7 U.S.C. § 106(3).

8 322. SBR Marketing publicly displayed, and continues to publicly display, an
9 unauthorized reproduction of the 3-29-2010 Davis Report, in derogation of Stevo's exclusive
10 rights under 17 U.S.C. § 106(5).

11 323. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
12 3-29-2010 Davis Report.

13 324. SBR Marketing has not designated with the United States Copyright Office an
14 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

15 325. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
16 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
17 504(a)(1).

18 326. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
19 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

20 327. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
21 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
22 ascertain, leaving Stevo with no adequate remedy at law.

23 328. Unless SBR Marketing is preliminarily and permanently enjoined from further
24 infringement of Stevo's copyrights in the 3-29-2010 Davis Report and other Handicapper
25 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
26 permanent injunctive relief against further infringement by SBR Marketing of the 3-29-2010
27 Davis Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.
28

1 329. Stevo has been required to retain an attorney to prosecute this action, and SBR
2 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

3 330. Stevo has incurred costs of suit in connection with bringing this action, and SBR
4 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

5 **TENTH CAUSE OF ACTION**

6 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-2-2010 NOVER**

7 **REPORT (BY STEVO, AGAINST SBR)**

8 331. Stevo repeats and realleges all the allegations set forth above.

9 332. Stevo's copyright in the 5-2-2010 Nover Report is the subject of registration
10 number TX0007371063, granted February 22, 2011, with the United States Copyright Office.

11 333. Stevo holds the exclusive right to reproduce the 5-2-2010 Nover Report, pursuant
12 to 17 U.S.C. § 106(1).

13 334. Stevo holds the exclusive right to prepare derivative works based upon the 5-2-
14 2010 Nover Report, pursuant to 17 U.S.C. § 106(2).

15 335. Stevo holds the exclusive right to distribute copies of the 5-2-2010 Nover Report,
16 pursuant to 17 U.S.C. § 106(3).

17 336. Stevo holds the exclusive right to publicly display the 5-2-2010 Nover Report,
18 pursuant to 17 U.S.C. § 106(5).

19 337. SBR Marketing reproduced the 5-2-2010 Nover Report in derogation of Stevo's
20 exclusive rights under 17 U.S.C. § 106(1).

21 338. SBR Marketing created an unauthorized derivative of the 5-2-2010 Nover Report
22 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

23 339. SBR Marketing distributed, and continues to distribute, an unauthorized
24 reproduction of the 5-2-2010 Nover Report, in derogation of Stevo's exclusive rights under 17
25 U.S.C. § 106(3).

26 340. SBR Marketing publicly displayed, and continues to publicly display, an
27 unauthorized reproduction of the 5-2-2010 Nover Report, in derogation of Stevo's exclusive
28 rights under 17 U.S.C. § 106(5).

1 341. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
2 5-2-2010 Nover Report.

3 342. SBR Marketing has not designated with the United States Copyright Office an
4 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

5 343. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
6 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
7 504(a)(1).

8 344. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
9 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

10 345. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
11 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
12 ascertain, leaving Stevo with no adequate remedy at law.

13 346. Unless SBR Marketing is preliminarily and permanently enjoined from further
14 infringement of Stevo's copyrights in the 5-2-2010 Nover Report and other Handicapper
15 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
16 permanent injunctive relief against further infringement by SBR Marketing of the 5-2-2010
17 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

18 347. Stevo has been required to retain an attorney to prosecute this action, and SBR
19 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

20 348. Stevo has incurred costs of suit in connection with bringing this action, and SBR
21 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

22 **ELEVENTH CAUSE OF ACTION**

23 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-3-2010 NOVER**

24 **REPORT (BY STEVO, AGAINST SBR)**

25 349. Stevo repeats and realleges all the allegations set forth above.

26 350. Stevo's copyright in the 5-3-2010 Nover Report is the subject of registration
27 number TX0007371070, granted February 22, 2011, with the United States Copyright Office.
28

1 351. Stevo holds the exclusive right to reproduce the 5-3-2010 Nover Report, pursuant
2 to 17 U.S.C. § 106(1).

3 352. Stevo holds the exclusive right to prepare derivative works based upon the 5-3-
4 2010 Nover Report, pursuant to 17 U.S.C. § 106(2).

5 353. Stevo holds the exclusive right to distribute copies of the 5-3-2010 Nover Report,
6 pursuant to 17 U.S.C. § 106(3).

7 354. Stevo holds the exclusive right to publicly display the 5-3-2010 Nover Report,
8 pursuant to 17 U.S.C. § 106(5).

9 355. SBR Marketing reproduced the 5-3-2010 Nover Report in derogation of Stevo's
10 exclusive rights under 17 U.S.C. § 106(1).

11 356. SBR Marketing created an unauthorized derivative of the 5-3-2010 Nover Report
12 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

13 357. SBR Marketing distributed, and continues to distribute, an unauthorized
14 reproduction of the 5-3-2010 Nover Report, in derogation of Stevo's exclusive rights under 17
15 U.S.C. § 106(3).

16 358. SBR Marketing publicly displayed, and continues to publicly display, an
17 unauthorized reproduction of the 5-3-2010 Nover Report, in derogation of Stevo's exclusive
18 rights under 17 U.S.C. § 106(5).

19 359. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
20 5-3-2010 Nover Report.

21 360. SBR Marketing has not designated with the United States Copyright Office an
22 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

23 361. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 362. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 363. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 364. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-3-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-3-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 365. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 366. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **TWELFTH CAUSE OF ACTION**

14 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010 CANNON**
15 **REPORT (BY STEVO, AGAINST SBR)**

16 367. Stevo repeats and realleges all the allegations set forth above.

17 368. Stevo's copyright in the 5-17-2010 Cannon Report is the subject of registration
18 number TX0007371069, granted February 22, 2011, with the United States Copyright Office.

19 369. Stevo holds the exclusive right to reproduce the 5-17-2010 Cannon Report,
20 pursuant to 17 U.S.C. § 106(1).

21 370. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
22 2010 Cannon Report, pursuant to 17 U.S.C. § 106(2).

23 371. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Cannon
24 Report, pursuant to 17 U.S.C. § 106(3).

25 372. Stevo holds the exclusive right to publicly display the 5-17-2010 Cannon Report,
26 pursuant to 17 U.S.C. § 106(5).

27 373. SBR Marketing reproduced the 5-17-2010 Cannon Report in derogation of
28 Stevo's exclusive rights under 17 U.S.C. § 106(1).

1 374. SBR Marketing created an unauthorized derivative of the 5-17-2010 Cannon
2 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

3 375. SBR Marketing distributed, and continues to distribute, an unauthorized
4 reproduction of the 5-17-2010 Cannon Report, in derogation of Stevo's exclusive rights under 17
5 U.S.C. § 106(3).

6 376. SBR Marketing publicly displayed, and continues to publicly display, an
7 unauthorized reproduction of the 5-17-2010 Cannon Report, in derogation of Stevo's exclusive
8 rights under 17 U.S.C. § 106(5).

9 377. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
10 5-17-2010 Cannon Report.

11 378. SBR Marketing has not designated with the United States Copyright Office an
12 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

13 379. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
14 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
15 504(a)(1).

16 380. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
17 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

18 381. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
19 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
20 ascertain, leaving Stevo with no adequate remedy at law.

21 382. Unless SBR Marketing is preliminarily and permanently enjoined from further
22 infringement of Stevo's copyrights in the 5-17-2010 Cannon Report and other Handicapper
23 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
24 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
25 Cannon Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

26 383. Stevo has been required to retain an attorney to prosecute this action, and SBR
27 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

1 384. Stevo has incurred costs of suit in connection with bringing this action, and SBR
2 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

3 **THIRTEENTH CAUSE OF ACTION**

4 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010**

5 **DEMARCO REPORT (BY STEVO, AGAINST SBR)**

6 385. Stevo repeats and realleges all the allegations set forth above.

7 386. Stevo's copyright in the 5-17-2010 DeMarco Report is the subject of registration
8 number TX0007371075, granted February 22, 2011, with the United States Copyright Office.

9 387. Stevo holds the exclusive right to reproduce the 5-17-2010 DeMarco Report,
10 pursuant to 17 U.S.C. § 106(1).

11 388. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
12 2010 DeMarco Report, pursuant to 17 U.S.C. § 106(2).

13 389. Stevo holds the exclusive right to distribute copies of the 5-17-2010 DeMarco
14 Report, pursuant to 17 U.S.C. § 106(3).

15 390. Stevo holds the exclusive right to publicly display the 5-17-2010 DeMarco
16 Report, pursuant to 17 U.S.C. § 106(5).

17 391. SBR Marketing reproduced the 5-17-2010 DeMarco Report in derogation of
18 Stevo's exclusive rights under 17 U.S.C. § 106(1).

19 392. SBR Marketing created an unauthorized derivative of the 5-17-2010 DeMarco
20 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

21 393. SBR Marketing distributed, and continues to distribute, an unauthorized
22 reproduction of the 5-17-2010 DeMarco Report, in derogation of Stevo's exclusive rights under
23 17 U.S.C. § 106(3).

24 394. SBR Marketing publicly displayed, and continues to publicly display, an
25 unauthorized reproduction of the 5-17-2010 DeMarco Report, in derogation of Stevo's exclusive
26 rights under 17 U.S.C. § 106(5).

27 395. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
28 5-17-2010 DeMarco Report.

1 396. SBR Marketing has not designated with the United States Copyright Office an
2 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

3 397. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
4 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
5 504(a)(1).

6 398. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
7 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

8 399. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
9 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
10 ascertain, leaving Stevo with no adequate remedy at law.

11 400. Unless SBR Marketing is preliminarily and permanently enjoined from further
12 infringement of Stevo's copyrights in the 5-17-2010 DeMarco Report and other Handicapper
13 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
14 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
15 DeMarco Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

16 401. Stevo has been required to retain an attorney to prosecute this action, and SBR
17 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

18 402. Stevo has incurred costs of suit in connection with bringing this action, and SBR
19 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

20 **FOURTEENTH CAUSE OF ACTION**

21 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010**

22 **GARRETT REPORT (BY STEVO, AGAINST SBR)**

23 403. Stevo repeats and realleges all the allegations set forth above.

24 404. Stevo's copyright in the 5-17-2010 Garrett Report is the subject of registration
25 number TX0007371071, granted February 22, 2011, with the United States Copyright Office.

26 405. Stevo holds the exclusive right to reproduce the 5-17-2010 Garrett Report,
27 pursuant to 17 U.S.C. § 106(1).
28

1 406. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
2 2010 Garrett Report, pursuant to 17 U.S.C. § 106(2).

3 407. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Garrett
4 Report, pursuant to 17 U.S.C. § 106(3).

5 408. Stevo holds the exclusive right to publicly display the 5-17-2010 Garrett Report,
6 pursuant to 17 U.S.C. § 106(5).

7 409. SBR Marketing reproduced the 5-17-2010 Garrett Report in derogation of Stevo's
8 exclusive rights under 17 U.S.C. § 106(1).

9 410. SBR Marketing created an unauthorized derivative of the 5-17-2010 Garrett
10 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

11 411. SBR Marketing distributed, and continues to distribute, an unauthorized
12 reproduction of the 5-17-2010 Garrett Report, in derogation of Stevo's exclusive rights under 17
13 U.S.C. § 106(3).

14 412. SBR Marketing publicly displayed, and continues to publicly display, an
15 unauthorized reproduction of the 5-17-2010 Garrett Report, in derogation of Stevo's exclusive
16 rights under 17 U.S.C. § 106(5).

17 413. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
18 5-17-2010 Garrett Report.

19 414. SBR Marketing has not designated with the United States Copyright Office an
20 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

21 415. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
22 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
23 504(a)(1).

24 416. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
25 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

26 417. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
27 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
28 ascertain, leaving Stevo with no adequate remedy at law.

1 418. Unless SBR Marketing is preliminarily and permanently enjoined from further
2 infringement of Stevo's copyrights in the 5-17-2010 Garrett Report and other Handicapper
3 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
4 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
5 Garrett Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

6 419. Stevo has been required to retain an attorney to prosecute this action, and SBR
7 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

8 420. Stevo has incurred costs of suit in connection with bringing this action, and SBR
9 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

10 **FIFTEENTH CAUSE OF ACTION**

11 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010 JORDAN**

12 **REPORT (BY STEVO, AGAINST SBR)**

13 421. Stevo repeats and realleges all the allegations set forth above.

14 422. Stevo's copyright in the 5-17-2010 Jordan Report is the subject of registration
15 number TX0007371065, granted February 22, 2011, with the United States Copyright Office.

16 423. Stevo holds the exclusive right to reproduce the 5-17-2010 Jordan Report,
17 pursuant to 17 U.S.C. § 106(1).

18 424. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
19 2010 Jordan Report, pursuant to 17 U.S.C. § 106(2).

20 425. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Jordan
21 Report, pursuant to 17 U.S.C. § 106(3).

22 426. Stevo holds the exclusive right to publicly display the 5-17-2010 Jordan Report,
23 pursuant to 17 U.S.C. § 106(5).

24 427. SBR Marketing reproduced the 5-17-2010 Jordan Report in derogation of Stevo's
25 exclusive rights under 17 U.S.C. § 106(1).

26 428. SBR Marketing created an unauthorized derivative of the 5-17-2010 Jordan
27 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).
28

1 429. SBR Marketing distributed, and continues to distribute, an unauthorized
2 reproduction of the 5-17-2010 Jordan Report, in derogation of Stevo's exclusive rights under 17
3 U.S.C. § 106(3).

4 430. SBR Marketing publicly displayed, and continues to publicly display, an
5 unauthorized reproduction of the 5-17-2010 Jordan Report, in derogation of Stevo's exclusive
6 rights under 17 U.S.C. § 106(5).

7 431. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
8 5-17-2010 Jordan Report.

9 432. SBR Marketing has not designated with the United States Copyright Office an
10 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

11 433. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
12 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
13 504(a)(1).

14 434. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
15 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

16 435. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
17 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
18 ascertain, leaving Stevo with no adequate remedy at law.

19 436. Unless SBR Marketing is preliminarily and permanently enjoined from further
20 infringement of Stevo's copyrights in the 5-17-2010 Jordan Report and other Handicapper
21 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
22 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
23 Jordan Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

24 437. Stevo has been required to retain an attorney to prosecute this action, and SBR
25 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

26 438. Stevo has incurred costs of suit in connection with bringing this action, and SBR
27 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

SIXTEENTH CAUSE OF ACTION

DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010

MANCINI REPORT (BY STEVO, AGAINST SBR)

439. Stevo repeats and realleges all the allegations set forth above.

440. Stevo's copyright in the 5-17-2010 Mancini Report is the subject of registration number TX0007371076, granted February 22, 2011, with the United States Copyright Office.

441. Stevo holds the exclusive right to reproduce the 5-17-2010 Mancini Report, pursuant to 17 U.S.C. § 106(1).

442. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-2010 Mancini Report, pursuant to 17 U.S.C. § 106(2).

443. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Mancini Report, pursuant to 17 U.S.C. § 106(3).

444. Stevo holds the exclusive right to publicly display the 5-17-2010 Mancini Report, pursuant to 17 U.S.C. § 106(5).

445. SBR Marketing reproduced the 5-17-2010 Mancini Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(1).

446. SBR Marketing created an unauthorized derivative of the 5-17-2010 Mancini Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

447. SBR Marketing distributed, and continues to distribute, an unauthorized reproduction of the 5-17-2010 Mancini Report, in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(3).

448. SBR Marketing publicly displayed, and continues to publicly display, an unauthorized reproduction of the 5-17-2010 Mancini Report, in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(5).

449. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the 5-17-2010 Mancini Report.

450. SBR Marketing has not designated with the United States Copyright Office an agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

1 451. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
2 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
3 504(a)(1).

4 452. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
5 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

6 453. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
7 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
8 ascertain, leaving Stevo with no adequate remedy at law.

9 454. Unless SBR Marketing is preliminarily and permanently enjoined from further
10 infringement of Stevo's copyrights in the 5-17-2010 Mancini Report and other Handicapper
11 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
12 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
13 Mancini Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

14 455. Stevo has been required to retain an attorney to prosecute this action, and SBR
15 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

16 456. Stevo has incurred costs of suit in connection with bringing this action, and SBR
17 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

18 **SEVENTEENTH CAUSE OF ACTION**

19 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010**

20 **MAXWELL REPORT (BY STEVO, AGAINST SBR)**

21 457. Stevo repeats and realleges all the allegations set forth above.

22 458. Stevo's copyright in the 5-17-2010 Maxwell Report is the subject of registration
23 number TX0007371066, granted February 22, 2011, with the United States Copyright Office.

24 459. Stevo holds the exclusive right to reproduce the 5-17-2010 Maxwell Report,
25 pursuant to 17 U.S.C. § 106(1).

26 460. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
27 2010 Maxwell Report, pursuant to 17 U.S.C. § 106(2).

1 461. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Maxwell
2 Report, pursuant to 17 U.S.C. § 106(3).

3 462. Stevo holds the exclusive right to publicly display the 5-17-2010 Maxwell Report,
4 pursuant to 17 U.S.C. § 106(5).

5 463. SBR Marketing reproduced the 5-17-2010 Maxwell Report in derogation of
6 Stevo's exclusive rights under 17 U.S.C. § 106(1).

7 464. SBR Marketing created an unauthorized derivative of the 5-17-2010 Maxwell
8 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

9 465. SBR Marketing distributed, and continues to distribute, an unauthorized
10 reproduction of the 5-17-2010 Maxwell Report, in derogation of Stevo's exclusive rights under
11 17 U.S.C. § 106(3).

12 466. SBR Marketing publicly displayed, and continues to publicly display, an
13 unauthorized reproduction of the 5-17-2010 Maxwell Report, in derogation of Stevo's exclusive
14 rights under 17 U.S.C. § 106(5).

15 467. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
16 5-17-2010 Maxwell Report.

17 468. SBR Marketing has not designated with the United States Copyright Office an
18 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

19 469. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
20 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
21 504(a)(1).

22 470. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
23 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

24 471. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
25 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
26 ascertain, leaving Stevo with no adequate remedy at law.

27 472. Unless SBR Marketing is preliminarily and permanently enjoined from further
28 infringement of Stevo's copyrights in the 5-17-2010 Maxwell Report and other Handicapper

1 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
2 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
3 Maxwell Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

4 473. Stevo has been required to retain an attorney to prosecute this action, and SBR
5 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

6 474. Stevo has incurred costs of suit in connection with bringing this action, and SBR
7 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

8 **EIGHTEENTH CAUSE OF ACTION**

9 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010 NOVER**

10 **REPORT (BY STEVO, AGAINST SBR)**

11 475. Stevo repeats and realleges all the allegations set forth above.

12 476. Stevo's copyright in the 5-17-2010 Nover Report is the subject of registration
13 number TX0007371062, granted February 22, 2011, with the United States Copyright Office.

14 477. Stevo holds the exclusive right to reproduce the 5-17-2010 Nover Report,
15 pursuant to 17 U.S.C. § 106(1).

16 478. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
17 2010 Nover Report, pursuant to 17 U.S.C. § 106(2).

18 479. Stevo holds the exclusive right to distribute copies of the 5-17-2010 Nover
19 Report, pursuant to 17 U.S.C. § 106(3).

20 480. Stevo holds the exclusive right to publicly display the 5-17-2010 Nover Report,
21 pursuant to 17 U.S.C. § 106(5).

22 481. SBR Marketing reproduced the 5-17-2010 Nover Report in derogation of Stevo's
23 exclusive rights under 17 U.S.C. § 106(1).

24 482. SBR Marketing created an unauthorized derivative of the 5-17-2010 Nover
25 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

26 483. SBR Marketing distributed, and continues to distribute, an unauthorized
27 reproduction of the 5-17-2010 Nover Report, in derogation of Stevo's exclusive rights under 17
28 U.S.C. § 106(3).

1 484. SBR Marketing publicly displayed, and continues to publicly display, an
2 unauthorized reproduction of the 5-17-2010 Nover Report, in derogation of Stevo's exclusive
3 rights under 17 U.S.C. § 106(5).

4 485. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
5 5-17-2010 Nover Report.

6 486. SBR Marketing has not designated with the United States Copyright Office an
7 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

8 487. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
9 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
10 504(a)(1).

11 488. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
12 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

13 489. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
14 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
15 ascertain, leaving Stevo with no adequate remedy at law.

16 490. Unless SBR Marketing is preliminarily and permanently enjoined from further
17 infringement of Stevo's copyrights in the 5-17-2010 Nover Report and other Handicapper
18 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
19 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
20 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

21 491. Stevo has been required to retain an attorney to prosecute this action, and SBR
22 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

23 492. Stevo has incurred costs of suit in connection with bringing this action, and SBR
24 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

25 **NINETEENTH CAUSE OF ACTION**

26 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010 O'BRIEN**

27 **REPORT (BY STEVO, AGAINST SBR)**

28 493. Stevo repeats and realleges all the allegations set forth above.

1 494. Stevo's copyright in the 5-17-2010 O'Brien Report is the subject of registration
2 number TX0007371078, granted February 22, 2011, with the United States Copyright Office.

3 495. Stevo holds the exclusive right to reproduce the 5-17-2010 O'Brien Report,
4 pursuant to 17 U.S.C. § 106(1).

5 496. Stevo holds the exclusive right to prepare derivative works based upon the 5-17-
6 2010 O'Brien Report, pursuant to 17 U.S.C. § 106(2).

7 497. Stevo holds the exclusive right to distribute copies of the 5-17-2010 O'Brien
8 Report, pursuant to 17 U.S.C. § 106(3).

9 498. Stevo holds the exclusive right to publicly display the 5-17-2010 O'Brien Report,
10 pursuant to 17 U.S.C. § 106(5).

11 499. SBR Marketing reproduced the 5-17-2010 O'Brien Report in derogation of
12 Stevo's exclusive rights under 17 U.S.C. § 106(1).

13 500. SBR Marketing created an unauthorized derivative of the 5-17-2010 O'Brien
14 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

15 501. SBR Marketing distributed, and continues to distribute, an unauthorized
16 reproduction of the 5-17-2010 O'Brien Report, in derogation of Stevo's exclusive rights under
17 17 U.S.C. § 106(3).

18 502. SBR Marketing publicly displayed, and continues to publicly display, an
19 unauthorized reproduction of the 5-17-2010 O'Brien Report, in derogation of Stevo's exclusive
20 rights under 17 U.S.C. § 106(5).

21 503. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
22 5-17-2010 O'Brien Report.

23 504. SBR Marketing has not designated with the United States Copyright Office an
24 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

25 505. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
26 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
27 504(a)(1).

1 506. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
2 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

3 507. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
4 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
5 ascertain, leaving Stevo with no adequate remedy at law.

6 508. Unless SBR Marketing is preliminarily and permanently enjoined from further
7 infringement of Stevo's copyrights in the 5-17-2010 O'Brien Report and other Handicapper
8 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
9 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
10 O'Brien Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

11 509. Stevo has been required to retain an attorney to prosecute this action, and SBR
12 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

13 510. Stevo has incurred costs of suit in connection with bringing this action, and SBR
14 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

15 **TWENTIETH CAUSE OF ACTION**

16 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—9-11-2010 CANNON**

17 **REPORT (BY STEVO, AGAINST SBR)**

18 511. Stevo repeats and realleges all the allegations set forth above.

19 512. Stevo's copyright in the 9-11-2010 Cannon Report is the subject of registration
20 number TX0007371061, granted February 22, 2011, with the United States Copyright Office.

21 513. Stevo holds the exclusive right to reproduce the 9-11-2010 Cannon Report,
22 pursuant to 17 U.S.C. § 106(1).

23 514. Stevo holds the exclusive right to prepare derivative works based upon the 9-11-
24 2010 Cannon Report, pursuant to 17 U.S.C. § 106(2).

25 515. Stevo holds the exclusive right to distribute copies of the 9-11-2010 Cannon
26 Report, pursuant to 17 U.S.C. § 106(3).

27 516. Stevo holds the exclusive right to publicly display the 9-11-2010 Cannon Report,
28 pursuant to 17 U.S.C. § 106(5).

1 517. SBR Marketing reproduced the 9-11-2010 Cannon Report in derogation of
2 Stevo's exclusive rights under 17 U.S.C. § 106(1).

3 518. SBR Marketing created an unauthorized derivative of the 9-11-2010 Cannon
4 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

5 519. SBR Marketing distributed, and continues to distribute, an unauthorized
6 reproduction of the 9-11-2010 Cannon Report, in derogation of Stevo's exclusive rights under 17
7 U.S.C. § 106(3).

8 520. SBR Marketing publicly displayed, and continues to publicly display, an
9 unauthorized reproduction of the 9-11-2010 Cannon Report, in derogation of Stevo's exclusive
10 rights under 17 U.S.C. § 106(5).

11 521. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
12 9-11-2010 Cannon Report.

13 522. SBR Marketing has not designated with the United States Copyright Office an
14 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

15 523. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
16 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
17 504(a)(1).

18 524. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
19 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

20 525. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
21 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
22 ascertain, leaving Stevo with no adequate remedy at law.

23 526. Unless SBR Marketing is preliminarily and permanently enjoined from further
24 infringement of Stevo's copyrights in the 9-11-2010 Cannon Report and other Handicapper
25 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
26 permanent injunctive relief against further infringement by SBR Marketing of the 9-11-2010
27 Cannon Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.
28

1 527. Stevo has been required to retain an attorney to prosecute this action, and SBR
2 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

3 528. Stevo has incurred costs of suit in connection with bringing this action, and SBR
4 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

5 **TWENTY-FIRST CAUSE OF ACTION**

6 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—9-11-2010 DAVIS**

7 **REPORT (BY STEVO, AGAINST SBR)**

8 529. Stevo repeats and realleges all the allegations set forth above.

9 530. Stevo's copyright in the 9-11-2010 Davis Report is the subject of registration
10 number TX0007371059, granted February 22, 2011, with the United States Copyright Office..

11 531. Stevo holds the exclusive right to reproduce the 9-11-2010 Davis Report, pursuant
12 to 17 U.S.C. § 106(1).

13 532. Stevo holds the exclusive right to prepare derivative works based upon the 9-11-
14 2010 Davis Report, pursuant to 17 U.S.C. § 106(2).

15 533. Stevo holds the exclusive right to distribute copies of the 9-11-2010 Davis Report,
16 pursuant to 17 U.S.C. § 106(3).

17 534. Stevo holds the exclusive right to publicly display the 9-11-2010 Davis Report,
18 pursuant to 17 U.S.C. § 106(5).

19 535. SBR Marketing reproduced the 9-11-2010 Davis Report in derogation of Stevo's
20 exclusive rights under 17 U.S.C. § 106(1).

21 536. SBR Marketing created an unauthorized derivative of the 9-11-2010 Davis Report
22 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

23 537. SBR Marketing distributed, and continues to distribute, an unauthorized
24 reproduction of the 9-11-2010 Davis Report, in derogation of Stevo's exclusive rights under 17
25 U.S.C. § 106(3).

26 538. SBR Marketing publicly displayed, and continues to publicly display, an
27 unauthorized reproduction of the 9-11-2010 Davis Report, in derogation of Stevo's exclusive
28 rights under 17 U.S.C. § 106(5).

1 539. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
2 9-11-2010 Davis Report.

3 540. SBR Marketing has not designated with the United States Copyright Office an
4 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

5 541. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
6 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
7 504(a)(1).

8 542. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
9 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

10 543. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
11 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
12 ascertain, leaving Stevo with no adequate remedy at law.

13 544. Unless SBR Marketing is preliminarily and permanently enjoined from further
14 infringement of Stevo's copyrights in the 9-11-2010 Davis Report and other Handicapper
15 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
16 permanent injunctive relief against further infringement by SBR Marketing of the 9-11-2010
17 Davis Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

18 545. Stevo has been required to retain an attorney to prosecute this action, and SBR
19 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

20 546. Stevo has incurred costs of suit in connection with bringing this action, and SBR
21 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

22 **TWENTY-SECOND CAUSE OF ACTION**

23 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—9-12-2010 NOVER**

24 **REPORT (BY STEVO, AGAINST SBR)**

25 547. Stevo repeats and realleges all the allegations set forth above.

26 548. Stevo's copyright in the 9-12-2010 Nover Report is the subject of registration
27 number TX0007371058, granted February 22, 2011, with the United States Copyright Office.
28

1 549. Stevo holds the exclusive right to reproduce the 9-12-2010 Nover Report,
2 pursuant to 17 U.S.C. § 106(1).

3 550. Stevo holds the exclusive right to prepare derivative works based upon the 9-12-
4 2010 Nover Report, pursuant to 17 U.S.C. § 106(2).

5 551. Stevo holds the exclusive right to distribute copies of the 9-12-2010 Nover
6 Report, pursuant to 17 U.S.C. § 106(3).

7 552. Stevo holds the exclusive right to publicly display the 9-12-2010 Nover Report,
8 pursuant to 17 U.S.C. § 106(5).

9 553. SBR Marketing reproduced the 9-12-2010 Nover Report in derogation of Stevo's
10 exclusive rights under 17 U.S.C. § 106(1).

11 554. SBR Marketing created an unauthorized derivative of the 9-12-2010 Nover
12 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

13 555. SBR Marketing distributed, and continues to distribute, an unauthorized
14 reproduction of the 9-12-2010 Nover Report, in derogation of Stevo's exclusive rights under 17
15 U.S.C. § 106(3).

16 556. SBR Marketing publicly displayed, and continues to publicly display, an
17 unauthorized reproduction of the 9-12-2010 Nover Report, in derogation of Stevo's exclusive
18 rights under 17 U.S.C. § 106(5).

19 557. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
20 9-12-2010 Nover Report.

21 558. SBR Marketing has not designated with the United States Copyright Office an
22 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

23 559. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 560. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 561. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 562. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 9-12-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 9-12-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 563. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 564. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **TWENTY-THIRD CAUSE OF ACTION**

14 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—10-2-2010 REDD**
15 **REPORT (BY STEVO, AGAINST SBR)**

16 565. Stevo repeats and realleges all the allegations set forth above.

17 566. Stevo's copyright in the 10-2-2010 Redd Report is the subject of registration
18 number TX0007371072, granted February 22, 2011, with the United States Copyright Office.

19 567. Stevo holds the exclusive right to reproduce the 10-2-2010 Redd Report, pursuant
20 to 17 U.S.C. § 106(1).

21 568. Stevo holds the exclusive right to prepare derivative works based upon the 10-2-
22 2010 Redd Report, pursuant to 17 U.S.C. § 106(2).

23 569. Stevo holds the exclusive right to distribute copies of the 10-2-2010 Redd Report,
24 pursuant to 17 U.S.C. § 106(3).

25 570. Stevo holds the exclusive right to publicly display the 10-2-2010 Redd Report,
26 pursuant to 17 U.S.C. § 106(5).

27 571. SBR Marketing reproduced the 10-2-2010 Redd Report in derogation of Stevo's
28 exclusive rights under 17 U.S.C. § 106(1).

1 572. SBR Marketing created an unauthorized derivative of the 10-2-2010 Redd Report
2 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

3 573. SBR Marketing distributed, and continues to distribute, an unauthorized
4 reproduction of the 10-2-2010 Redd Report, in derogation of Stevo's exclusive rights under 17
5 U.S.C. § 106(3).

6 574. SBR Marketing publicly displayed, and continues to publicly display, an
7 unauthorized reproduction of the 10-2-2010 Redd Report, in derogation of Stevo's exclusive
8 rights under 17 U.S.C. § 106(5).

9 575. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
10 10-2-2010 Redd Report.

11 576. SBR Marketing has not designated with the United States Copyright Office an
12 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

13 577. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
14 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
15 504(a)(1).

16 578. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
17 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

18 579. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
19 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
20 ascertain, leaving Stevo with no adequate remedy at law.

21 580. Unless SBR Marketing is preliminarily and permanently enjoined from further
22 infringement of Stevo's copyrights in the 10-2-2010 Redd Report and other Handicapper
23 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
24 permanent injunctive relief against further infringement by SBR Marketing of the 10-2-2010
25 Redd Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

26 581. Stevo has been required to retain an attorney to prosecute this action, and SBR
27 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

1 582. Stevo has incurred costs of suit in connection with bringing this action, and SBR
2 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

3 **TWENTY-FOURTH CAUSE OF ACTION**

4 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—10-9-2010 REDD**

5 **REPORT (BY STEVO, AGAINST SBR)**

6 583. Stevo repeats and realleges all the allegations set forth above.

7 584. Stevo's copyright in the 10-9-2010 Redd Report is the subject of registration
8 number TX0007371073, granted February 22, 2011, with the United States Copyright Office.

9 585. Stevo holds the exclusive right to reproduce the 10-9-2010 Redd Report, pursuant
10 to 17 U.S.C. § 106(1).

11 586. Stevo holds the exclusive right to prepare derivative works based upon the 10-9-
12 2010 Redd Report, pursuant to 17 U.S.C. § 106(2).

13 587. Stevo holds the exclusive right to distribute copies of the 10-9-2010 Redd Report,
14 pursuant to 17 U.S.C. § 106(3).

15 588. Stevo holds the exclusive right to publicly display the 10-9-2010 Redd Report,
16 pursuant to 17 U.S.C. § 106(5).

17 589. SBR Marketing reproduced the 10-9-2010 Redd Report in derogation of Stevo's
18 exclusive rights under 17 U.S.C. § 106(1).

19 590. SBR Marketing created an unauthorized derivative of the 10-9-2010 Redd Report
20 in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

21 591. SBR Marketing distributed, and continues to distribute, an unauthorized
22 reproduction of the 10-9-2010 Redd Report, in derogation of Stevo's exclusive rights under 17
23 U.S.C. § 106(3).

24 592. SBR Marketing publicly displayed, and continues to publicly display, an
25 unauthorized reproduction of the 10-9-2010 Redd Report, in derogation of Stevo's exclusive
26 rights under 17 U.S.C. § 106(5).

27 593. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
28 10-9-2010 Redd Report.

1 594. SBR Marketing has not designated with the United States Copyright Office an
2 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

3 595. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
4 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
5 504(a)(1).

6 596. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
7 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

8 597. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
9 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
10 ascertain, leaving Stevo with no adequate remedy at law.

11 598. Unless SBR Marketing is preliminarily and permanently enjoined from further
12 infringement of Stevo's copyrights in the 10-9-2010 Redd Report and other Handicapper
13 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
14 permanent injunctive relief against further infringement by SBR Marketing of the 10-9-2010
15 Redd Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

16 599. Stevo has been required to retain an attorney to prosecute this action, and SBR
17 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

18 600. Stevo has incurred costs of suit in connection with bringing this action, and SBR
19 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

20 **TWENTY-FIFTH CAUSE OF ACTION**

21 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—10-27-2010**

22 **BENTON REPORT (BY STEVO, AGAINST SBR)**

23 601. Stevo repeats and realleges all the allegations set forth above.

24 602. Stevo's copyright in the 10-27-2010 Benton Report is the subject of registration
25 number TX0007371065, granted February 22, 2011, with the United States Copyright Office.

26 603. Stevo holds the exclusive right to reproduce the 10-27-2010 Benton Report,
27 pursuant to 17 U.S.C. § 106(1).
28

1 604. Stevo holds the exclusive right to prepare derivative works based upon the 10-27-
2 2010 Benton Report, pursuant to 17 U.S.C. § 106(2).

3 605. Stevo holds the exclusive right to distribute copies of the 10-27-2010 Benton
4 Report, pursuant to 17 U.S.C. § 106(3).

5 606. Stevo holds the exclusive right to publicly display the 10-27-2010 Benton Report,
6 pursuant to 17 U.S.C. § 106(5).

7 607. SBR Marketing reproduced the 10-27-2010 Benton Report in derogation of
8 Stevo's exclusive rights under 17 U.S.C. § 106(1).

9 608. SBR Marketing created an unauthorized derivative of the 10-27-2010 Benton
10 Report in derogation of Stevo's exclusive rights under 17 U.S.C. § 106(2).

11 609. SBR Marketing distributed, and continues to distribute, an unauthorized
12 reproduction of the 10-27-2010 Benton Report, in derogation of Stevo's exclusive rights under
13 17 U.S.C. § 106(3).

14 610. SBR Marketing publicly displayed, and continues to publicly display, an
15 unauthorized reproduction of the 10-27-2010 Benton Report, in derogation of Stevo's exclusive
16 rights under 17 U.S.C. § 106(5).

17 611. SBR Marketing has willfully engaged in infringement of Stevo's copyrights in the
18 10-27-2010 Benton Report.

19 612. SBR Marketing has not designated with the United States Copyright Office an
20 agent to receive notifications of claimed infringement pursuant to 17 U.S.C. § 512(c)(2).

21 613. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
22 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
23 504(a)(1).

24 614. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
25 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

26 615. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
27 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
28 ascertain, leaving Stevo with no adequate remedy at law.

1 616. Unless SBR Marketing is preliminarily and permanently enjoined from further
2 infringement of Stevo's copyrights in the 10-27-2010 Benton Report and other Handicapper
3 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
4 permanent injunctive relief against further infringement by SBR Marketing of the 10-27-2010
5 Benton Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

6 617. Stevo has been required to retain an attorney to prosecute this action, and SBR
7 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

8 618. Stevo has incurred costs of suit in connection with bringing this action, and SBR
9 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

10 **TWENTY-SIXTH CAUSE OF ACTION**

11 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—MANCINI**

12 **BIOGRAPHY (BY STEVO, AGAINST ALL DEFENDANTS)**

13 619. Stevo repeats and realleges all the allegations set forth above.

14 620. Stevo's copyright in the Mancini Biography is the subject of registration number
15 TX0007384409, granted March 31, 2011, with the United States Copyright Office.

16 621. Stevo holds the exclusive right to reproduce the Mancini Biography, pursuant to
17 17 U.S.C. §106(1).

18 622. Stevo holds the exclusive right to prepare derivative works based upon the
19 Mancini Biography, pursuant to 17 U.S.C. §106(2).

20 623. Stevo holds the exclusive right to distribute copies of the Mancini Biography,
21 pursuant to 17 U.S.C. §106(3).

22 624. Stevo holds the exclusive right to publicly display the Mancini Biography,
23 pursuant to 17 U.S.C. §106(5).

24 625. SBR reproduced the Mancini Biography in derogation of Stevo's exclusive rights
25 under 17 U.S.C. §106(1).

26 626. Mr. Daniele reproduced the Mancini Biography in derogation of Stevo's
27 exclusive rights under 17 U.S.C. §106(1).
28

1 627. SBR created unauthorized derivatives of the Mancini Biography in derogation of
2 Stevo's exclusive rights under 17 U.S.C. §106(2).

3 628. Mr. Daniele created unauthorized derivatives of the Mancini Biography in
4 derogation of Stevo's exclusive rights under 17 U.S.C. §106(2).

5 629. SBR distributed, and continues to distribute, unauthorized reproductions of the
6 Mancini Biography on the SBR Website, in derogation of Stevo's exclusive rights under 17
7 U.S.C. §106(3).

8 630. Mr. Daniele distributed, and continues to distribute, unauthorized reproductions of
9 the Mancini Biography on the SBR Website, in derogation of Stevo's exclusive rights under 17
10 U.S.C. §106(3).

11 631. SBR publicly displayed, and continues to publicly display, unauthorized
12 reproductions of the Mancini Biography on the SBR Website, in derogation of Stevo's exclusive
13 rights under 17 U.S.C. §106(5).

14 632. Mr. Daniele publicly displayed, and continues to publicly display, unauthorized
15 reproductions of the Mancini Biography on the SBR Website, in derogation of Stevo's exclusive
16 rights under 17 U.S.C. §106(5).

17 633. SBR has willfully engaged in infringement of Stevo's copyrights in the Mancini
18 Biography.

19 634. Mr. Daniele has willfully engaged in infringement of Stevo's copyrights in the
20 Mancini Biography.

21 635. Stevo has sustained actual damages as a result of Defendants' acts as alleged
22 herein, and Defendants are liable to Stevo for such damages pursuant to 17 U.S.C. § 504(a)(1).

23 636. Defendants have profited as a result of Mr. Daniele's acts as alleged herein, and
24 Defendants are liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

25 637. Defendants' acts as alleged herein, and the ongoing direct results of those acts,
26 have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
27 ascertain, leaving Stevo with no adequate remedy at law.

638. Unless Defendants are preliminarily and permanently enjoined from further infringement of the Mancini Biography, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and permanent injunctive relief against further infringement by Defendants of the Mancini Biography, pursuant to 17 U.S.C. §502.

639. Stevo has been required to retain an attorney to prosecute this action, and Defendants are liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution of this action, pursuant to 17 U.S.C. §505.

640. Stevo has incurred costs of suit in connection with bringing this action, and Defendants are liable to Stevo for those costs of suit pursuant to 17 U.S.C. §505.

TWENTY-SEVENTH CAUSE OF ACTION

DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—MANCINI

HEADER (BY STEVO, AGAINST ALL DEFENDANTS)

641. Stevo repeats and realleges all the allegations set forth above.

642. Stevo's copyright in the Mancini Header is the subject of registration number VA0001768087, granted March 29, 2011, with the United States Copyright Office..

643. Stevo holds the exclusive right to reproduce the Mancini Header, pursuant to 17 U.S.C. §106(1).

644. Stevo holds the exclusive right to prepare derivative works based upon the Mancini Header, pursuant to 17 U.S.C. §106(2).

645. Stevo holds the exclusive right to distribute copies of the Mancini Header, pursuant to 17 U.S.C. §106(3).

646. Stevo holds the exclusive right to publicly display the Mancini Header, pursuant to 17 U.S.C. §106(5).

647. SBR reproduced the Mancini Header in derogation of Stevo's exclusive rights under 17 U.S.C. §106(1).

648. Mr. Daniele reproduced the Mancini Header in derogation of Stevo's exclusive rights under 17 U.S.C. §106(1).

1 649. SBR created unauthorized derivatives of the Mancini Header in derogation of
2 Stevo's exclusive rights under 17 U.S.C. §106(2).

3 650. Mr. Daniele created unauthorized derivatives of the Mancini Header in derogation
4 of Stevo's exclusive rights under 17 U.S.C. §106(2).

5 651. SBR distributed, and continues to distribute, unauthorized reproductions of the
6 Mancini Header on the SBR Website, in derogation of Stevo's exclusive rights under 17 U.S.C.
7 §106(3).

8 652. Mr. Daniele distributed, and continues to distribute, unauthorized reproductions of
9 the Mancini Header on the SBR Website, in derogation of Stevo's exclusive rights under 17
10 U.S.C. §106(3).

11 653. SBR publicly displayed, and continues to publicly display, unauthorized
12 reproductions of the Mancini Header on the SBR Website, in derogation of Stevo's exclusive
13 rights under 17 U.S.C. §106(5).

14 654. Mr. Daniele publicly displayed, and continues to publicly display, unauthorized
15 reproductions of the Mancini Header on the SBR Website, in derogation of Stevo's exclusive
16 rights under 17 U.S.C. §106(5).

17 655. SBR has willfully engaged in infringement of Stevo's copyrights in the Mancini
18 Header.

19 656. Mr. Daniele has willfully engaged in infringement of Stevo's copyrights in the
20 Mancini Header.

21 657. Stevo has sustained actual damages as a result of Defendants' acts as alleged
22 herein, and Defendants are liable to Stevo for such damages pursuant to 17 U.S.C. § 504(a)(1).

23 658. Defendants have profited as a result of Mr. Daniele's acts as alleged herein, and
24 Defendants are liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

25 659. Defendants' acts as alleged herein, and the ongoing direct results of those acts,
26 have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
27 ascertain, leaving Stevo with no adequate remedy at law.

1 660. Unless Defendants are preliminarily and permanently enjoined from further
2 infringement of the Mancini Header, Stevo will be irreparably harmed, and Stevo is thus entitled
3 to preliminary and permanent injunctive relief against further infringement by Defendants of the
4 Mancini Header, pursuant to 17 U.S.C. §502.

5 661. Stevo has been required to retain an attorney to prosecute this action, and
6 Defendants are liable to Stevo for Stevo's attorney fees incurred in connection with the
7 prosecution of this action, pursuant to 17 U.S.C. §505.

8 662. Stevo has incurred costs of suit in connection with bringing this action, and
9 Defendants are liable to Stevo for those costs of suit pursuant to 17 U.S.C. §505.

10 **TWENTY-EIGHTH CAUSE OF ACTION**

11 **DIRECT COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—2-10-2011 LANG**

12 **VIDEO (BY STEVO, AGAINST ALL DEFENDANTS)**

13 663. Stevo repeats and realleges all the allegations set forth above.

14 664. Stevo's copyright in the 2-10-2011 Lang Video is the subject of registration
15 number PA0001727249, granted March 24, 2011, with the United States Copyright Office..

16 665. Stevo holds the exclusive right to reproduce the 2-10-2011 Lang Video, pursuant
17 to 17 U.S.C. §106(1).

18 666. Stevo holds the exclusive right to prepare derivative works based upon the 2-10-
19 2011 Lang Video, pursuant to 17 U.S.C. §106(2).

20 667. Stevo holds the exclusive right to distribute copies of the 2-10-2011 Lang Video,
21 pursuant to 17 U.S.C. §106(3).

22 668. Stevo holds the exclusive right to publicly display the 2-10-2011 Lang Video,
23 pursuant to 17 U.S.C. §106(5).

24 669. SBR reproduced the 2-10-2011 Lang Video in derogation of Stevo's exclusive
25 rights under 17 U.S.C. §106(1).

26 670. Mr. Daniele reproduced the 2-10-2011 Lang Video in derogation of Stevo's
27 exclusive rights under 17 U.S.C. §106(1).
28

1 671. SBR created unauthorized derivatives of the 2-10-2011 Lang Video in derogation
2 of Stevo's exclusive rights under 17 U.S.C. §106(2).

3 672. Mr. Daniele created unauthorized derivatives of the 2-10-2011 Lang Video in
4 derogation of Stevo's exclusive rights under 17 U.S.C. §106(2).

5 673. SBR distributed, and continues to distribute, unauthorized reproductions of the 2-
6 10-2011 Lang Video on the SBR Website, in derogation of Stevo's exclusive rights under 17
7 U.S.C. §106(3).

8 674. Mr. Daniele distributed, and continues to distribute, unauthorized reproductions of
9 the 2-10-2011 Lang Video on the SBR Website, in derogation of Stevo's exclusive rights under
10 17 U.S.C. §106(3).

11 675. SBR publicly displayed, and continues to publicly display, unauthorized
12 reproductions of the 2-10-2011 Lang Video on the SBR Website, in derogation of Stevo's
13 exclusive rights under 17 U.S.C. §106(5).

14 676. Mr. Daniele publicly displayed, and continues to publicly display, unauthorized
15 reproductions of the 2-10-2011 Lang Video on the SBR Website, in derogation of Stevo's
16 exclusive rights under 17 U.S.C. §106(5).

17 677. SBR has willfully engaged in infringement of Stevo's copyrights in the 2-10-2011
18 Lang Video.

19 678. Mr. Daniele has willfully engaged in infringement of Stevo's copyrights in the 2-
20 10-2011 Lang Video.

21 679. Stevo has sustained actual damages as a result of Defendants' acts as alleged
22 herein, and Defendants are liable to Stevo for such damages pursuant to 17 U.S.C. § 504(a)(1).

23 680. Defendants have profited as a result of Defendants' acts as alleged herein, and
24 Defendants are liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

25 681. Defendants' acts of willful infringement entitle Stevo to statutory damages of up
26 to \$150,000 pursuant to 17 U.S.C. § 504(c).

1 682. Defendants' acts as alleged herein, and the ongoing direct results of those acts,
2 have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 683. Unless Defendants are preliminarily and permanently enjoined from further
5 infringement of the 2-10-2011 Lang Video, Stevo will be irreparably harmed, and Stevo is thus
6 entitled to preliminary and permanent injunctive relief against further infringement by
7 Defendants of the 2-10-2011 Lang Video, pursuant to 17 U.S.C. §502.

8 684. Stevo has been required to retain an attorney to prosecute this action, and
9 Defendants are liable to Stevo for Stevo's attorney fees incurred in connection with the
10 prosecution of this action, pursuant to 17 U.S.C. §505.

11 685. Stevo has incurred costs of suit in connection with bringing this action, and
12 Defendants are liable to Stevo for those costs of suit pursuant to 17 U.S.C. §505.

13 **TWENTY-NINTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—3-29-2010**

15 **DAVIS REPORT (BY STEVO, AGAINST SBR)**

16 686. Stevo repeats and realleges all the allegations set forth above.

17 687. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 3-29-2010 Davis
19 Report.

20 688. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 689. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 690. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 691. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 692. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 3-29-2010 Davis Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 3-29-2010
8 Davis Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 693. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 694. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTIETH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-2-2010**

15 **NOVER REPORT (BY STEVO, AGAINST SBR)**

16 695. Stevo repeats and realleges all the allegations set forth above.

17 696. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-2-2010 Nover
19 Report.

20 697. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 698. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 699. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 700. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 701. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-2-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-2-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 702. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 703. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-FIRST CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-3-2010**

15 **NOVER REPORT (BY STEVO, AGAINST SBR)**

16 704. Stevo repeats and realleges all the allegations set forth above.

17 705. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-3-2010 Nover
19 Report.

20 706. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 707. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 708. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 709. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 710. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-3-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-3-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 711. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 712. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-SECOND CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010**

15 **CANNON REPORT (BY STEVO, AGAINST SBR)**

16 713. Stevo repeats and realleges all the allegations set forth above.

17 714. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 Cannon
19 Report.

20 715. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 716. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 717. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 718. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 719. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Cannon Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Cannon Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 720. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 721. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-THIRD CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501—5-17-2010**

15 **DEMARCO REPORT (BY STEVO, AGAINST SBR)**

16 722. Stevo repeats and realleges all the allegations set forth above.

17 723. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 DeMarco
19 Report.

20 724. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 725. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 726. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 727. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 728. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 DeMarco Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 DeMarco Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 729. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 730. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-FOURTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 GARRETT REPORT (BY STEVO, AGAINST SBR)**

16 731. Stevo repeats and realleges all the allegations set forth above.

17 732. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 Garrett
19 Report.

20 733. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 734. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 735. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 736. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 737. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Garrett Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Garrett Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 738. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 739. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-FIFTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 JORDAN REPORT (BY STEVO, AGAINST SBR)**

16 740. Stevo repeats and realleges all the allegations set forth above.

17 741. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 Jordan
19 Report.

20 742. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 743. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 744. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 745. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 746. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Jordan Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Jordan Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 747. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 748. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-SIXTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 MANCINI REPORT (BY STEVO, AGAINST SBR)**

16 749. Stevo repeats and realleges all the allegations set forth above.

17 750. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 Mancini
19 Report.

20 751. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 752. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 753. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 754. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 755. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Mancini Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Mancini Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 756. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 757. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-SEVENTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 MAXWELL REPORT (BY STEVO, AGAINST SBR)**

16 758. Stevo repeats and realleges all the allegations set forth above.

17 759. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 Maxwell
19 Report.

20 760. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 761. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 762. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 763. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 764. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Maxwell Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Maxwell Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 765. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 766. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-EIGHTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 NOVER REPORT (BY STEVO, AGAINST SBR)**

16 767. Stevo repeats and realleges all the allegations set forth above.

17 768. Stevo's copyright in the 5-17-2010 Nover Report is the subject of registration
18 number TX0007371062, granted February 22, 2011, with the United States Copyright Office.

19 769. SBR Marketing has the right to stop or limit infringement by SBR Marketing
20 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
21 meaningfully exercise that right.

22 770. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
23 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
24 504(a)(1).

25 771. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
26 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
27
28

1 772. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 773. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 774. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 775. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **THIRTY-NINTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **5-17-2010 O'BRIEN REPORT (BY STEVO, AGAINST SBR)**

16 776. Stevo repeats and realleges all the allegations set forth above.

17 777. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 5-17-2010 O'Brien
19 Report.

20 778. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 779. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 780. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 781. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 782. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 5-17-2010 O'Brien Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 5-17-2010
8 O'Brien Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 783. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 784. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTIETH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **9-11-2010 CANNON REPORT (BY STEVO, AGAINST SBR)**

16 785. Stevo repeats and realleges all the allegations set forth above.

17 786. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 9-11-2010 Cannon
19 Report.

20 787. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 788. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 789. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 790. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 791. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 9-11-2010 Cannon Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 9-11-2010
8 Cannon Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 792. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 793. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-FIRST CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **9-11-2010 DAVIS REPORT (BY STEVO, AGAINST SBR)**

16 794. Stevo repeats and realleges all the allegations set forth above.

17 795. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 9-11-2010 Davis
19 Report.

20 796. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 797. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 798. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 799. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 800. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 9-11-2010 Davis Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 9-11-2010
8 Davis Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 801. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 802. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-SECOND CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **9-12-2010 NOVER REPORT (BY STEVO, AGAINST SBR)**

16 803. Stevo repeats and realleges all the allegations set forth above.

17 804. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 9-12-2010 Nover
19 Report.

20 805. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 806. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 807. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 808. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 809. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 9-12-2010 Nover Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 9-12-2010
8 Nover Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 810. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 811. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-THIRD CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **10-2-2010 REDD REPORT (BY STEVO, AGAINST SBR)**

16 812. Stevo repeats and realleges all the allegations set forth above.

17 813. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 10-2-2010 Redd
19 Report.

20 814. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 815. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 816. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 817. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 818. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 10-2-2010 Redd Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 10-2-2010
8 Redd Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 819. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 820. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-FOURTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **10-9-2010 REDD REPORT (BY STEVO, AGAINST SBR)**

16 821. Stevo repeats and realleges all the allegations set forth above.

17 822. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 10-9-2010 Redd
19 Report.

20 823. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 824. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 825. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 826. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 827. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 10-9-2010 Redd Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 10-9-2010
8 Redd Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 828. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 829. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-FIFTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **10-27-2010 BENTON REPORT (BY STEVO, AGAINST SBR)**

16 830. Stevo repeats and realleges all the allegations set forth above.

17 831. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the 10-27-2010 Benton
19 Report.

20 832. SBR Marketing has the right to stop or limit infringement by SBR Marketing
21 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
22 meaningfully exercise that right.

23 833. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
24 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
25 504(a)(1).

26 834. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
27 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
28

1 835. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 836. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the 10-27-2010 Benton Report and other Handicapper
6 Reports, Stevo will be irreparably harmed, and Stevo is thus entitled to preliminary and
7 permanent injunctive relief against further infringement by SBR Marketing of the 10-27-2010
8 Benton Report and other Handicapper Reports, pursuant to 17 U.S.C. § 502.

9 837. Stevo has been required to retain an attorney to prosecute this action, and SBR
10 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

11 838. Stevo has incurred costs of suit in connection with bringing this action, and SBR
12 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

13 **FORTY-SIXTH CAUSE OF ACTION**

14 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

15 **MANCINI BIOGRAPHY (BY STEVO, AGAINST SBR)**

16 839. Stevo repeats and realleges all the allegations set forth above.

17 840. SBR Marketing profited and continues to profit from infringement of works with
18 respect to which Stevo owns copyrights, including, without limitation, the Mancini Biography.

19 841. SBR Marketing has the right to stop or limit infringement by SBR Marketing
20 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
21 meaningfully exercise that right.

22 842. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
23 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
24 504(a)(1).

25 843. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
26 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).
27
28

1 844. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
2 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
3 ascertain, leaving Stevo with no adequate remedy at law.

4 845. Unless SBR Marketing is preliminarily and permanently enjoined from further
5 infringement of Stevo's copyrights in the Mancini Biography, Stevo will be irreparably harmed,
6 and Stevo is thus entitled to preliminary and permanent injunctive relief against further
7 infringement by SBR Marketing of the Mancini Biography, pursuant to 17 U.S.C. § 502.

8 846. Stevo has been required to retain an attorney to prosecute this action, and SBR
9 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

10 847. Stevo has incurred costs of suit in connection with bringing this action, and SBR
11 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

12 **FORTY-SEVENTH CAUSE OF ACTION**

13 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

14 **MANCINI HEADER (BY STEVO, AGAINST SBR)**

15 848. Stevo repeats and realleges all the allegations set forth above.

16 849. SBR Marketing profited and continues to profit from infringement of works with
17 respect to which Stevo owns copyrights, including, without limitation, the Mancini Header.

18 850. SBR Marketing has the right to stop or limit infringement by SBR Marketing
19 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
20 meaningfully exercise that right.

21 851. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
22 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
23 504(a)(1).

24 852. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
25 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

26 853. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
27 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
28 ascertain, leaving Stevo with no adequate remedy at law.

1 854. Unless SBR Marketing is preliminarily and permanently enjoined from further
2 infringement of Stevo's copyrights in the Mancini Header, Stevo will be irreparably harmed, and
3 Stevo is thus entitled to preliminary and permanent injunctive relief against further infringement
4 by SBR Marketing of the Mancini Header, pursuant to 17 U.S.C. § 502.

5 855. Stevo has been required to retain an attorney to prosecute this action, and SBR
6 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

7 856. Stevo has incurred costs of suit in connection with bringing this action, and SBR
8 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

9 **FORTY-EIGHTH CAUSE OF ACTION**

10 **VICARIOUS COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON LAW—**

11 **2-10-2011 LANG VIDEO (BY STEVO, AGAINST SBR)**

12 857. Stevo repeats and realleges all the allegations set forth above.

13 858. SBR Marketing profited and continues to profit from infringement of works with
14 respect to which Stevo owns copyrights, including, without limitation, the 2-10-2011 Lang
15 Video.

16 859. SBR Marketing has the right to stop or limit infringement by SBR Marketing
17 Contributor-Agents of works with respect to which Stevo owns copyrights, but has declined to
18 meaningfully exercise that right.

19 860. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
20 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
21 504(a)(1).

22 861. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
23 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

24 862. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
25 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
26 ascertain, leaving Stevo with no adequate remedy at law.

27 863. Unless SBR Marketing is preliminarily and permanently enjoined from further
28 infringement of Stevo's copyrights in the 2-10-2011 Lang Video, Stevo will be irreparably

1 harmed, and Stevo is thus entitled to preliminary and permanent injunctive relief against further
2 infringement by SBR Marketing of the 2-10-2011 Lang Video, pursuant to 17 U.S.C. § 502.

3 864. Stevo has been required to retain an attorney to prosecute this action, and SBR
4 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

5 865. Stevo has incurred costs of suit in connection with bringing this action, and SBR
6 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

7 **FORTY-NINTH CAUSE OF ACTION**

8 **CONTRIBUTORY COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON**

9 **LAW (BY STEVO, AGAINST SBR)**

10 866. Stevo repeats and realleges all the allegations set forth above.

11 867. SBR Marketing intentionally induced and encouraged SBR Marketing
12 Contributor-Agents, including, without limitation, Messrs. Daniele, Fraelich, Ganes, Hernandez,
13 Miller, Ruffino, Sher, and Smith, to engage in infringement of Stevo's copyrights, by paying
14 SBR Marketing Contributor-Agents to reproduce, display, distribute copies of, and prepare
15 derivative works based on Handicapper Reports, in derogation of Stevo's exclusive rights under
16 17 U.S.C. § 106.

17 868. Stevo has sustained actual damages as a result of SBR Marketing's acts as alleged
18 herein, and SBR Marketing is liable to Stevo for such damages pursuant to 17 U.S.C. §
19 504(a)(1).

20 869. SBR Marketing has profited as a result of SBR Marketing's acts as alleged herein,
21 and SBR Marketing is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

22 870. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
23 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
24 ascertain, leaving Stevo with no adequate remedy at law.

25 871. Unless SBR Marketing is preliminarily and permanently enjoined from further
26 contributory infringement of Stevo's copyrights in Handicapper Reports, Stevo will be
27 irreparably harmed, and Stevo is thus entitled to preliminary and permanent injunctive relief
28

1 against further infringement by SBR Marketing of Handicapper Reports, pursuant to 17 U.S.C. §
2 502.

3 872. Stevo has been required to retain an attorney to prosecute this action, and SBR
4 Marketing is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

5 873. Stevo has incurred costs of suit in connection with bringing this action, and SBR
6 Marketing is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

7 **FIFTIETH CAUSE OF ACTION**

8 **CONTRIBUTORY COPYRIGHT INFRINGEMENT UNDER FEDERAL COMMON**

9 **LAW (BY STEVO, AGAINST MR. DANIELE)**

10 874. Stevo repeats and realleges all the allegations set forth above.

11 875. Mr. Daniele intentionally induced and encouraged SBR to engage in
12 infringement of Stevo's copyrights, by causing SBR to reproduce, display, distribute copies of,
13 and prepare derivative works based on Handicapper Reports, in derogation of Stevo's exclusive
14 rights under 17 U.S.C. § 106.

15 876. Stevo has sustained actual damages as a result of Mr. Daniele's acts as alleged
16 herein, and Mr. Daniele is liable to Stevo for such damages pursuant to 17 U.S.C. § 504(a)(1).

17 877. Mr. Daniele has profited as a result of Mr. Daniele's acts as alleged herein, and
18 Mr. Daniele is liable to Stevo for such profits pursuant to 17 U.S.C. § 504(a)(1).

19 878. Mr. Daniele's acts as alleged herein, and the ongoing direct results of those acts,
20 have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
21 ascertain, leaving Stevo with no adequate remedy at law.

22 879. Unless Mr. Daniele is preliminarily and permanently enjoined from further
23 contributory infringement of Stevo's copyrights, Stevo will be irreparably harmed, and Stevo is
24 thus entitled to preliminary and permanent injunctive relief against further infringement by Mr.
25 Daniele of Stevo's copyrights, pursuant to 17 U.S.C. § 502.

26 880. Stevo has been required to retain an attorney to prosecute this action, and Mr.
27 Daniele is liable to Stevo for Stevo's attorney fees pursuant to 17 U.S.C. § 505.

1 881. Stevo has incurred costs of suit in connection with bringing this action, and Mr.
2 Daniele is liable to Stevo for those costs of suit pursuant to 17 U.S.C. § 505.

3 **FIFTY-FIRST CAUSE OF ACTION**

4 **MISAPPROPRIATION OF TRADE SECRETS UNDER FLA. STAT. 688.001 ET SEQ.**

5 **(2010) (BY STEVO, AGAINST SBR MARKETING)**

6 882. Stevo repeats and realleges all the allegations set forth above.

7 883. Each Handicapper Report contains information that derives independent, actual or
8 potential, economic value from not being generally known to, and not being readily ascertainable
9 by proper means by, other persons who can obtain economic value from that information's
10 disclosure or use, including, without limitation, recommendations by Stevo's sports handicappers
11 of wagers on sporting events and analysis underlying those recommendations (the "Stevo Trade
12 Secrets").

13 884. Stevo makes efforts that are reasonable under the circumstances to maintain the
14 secrecy of the Handicapper Reports, including, without limitation, limiting access to the
15 Handicapper Reports to individuals who have paid for limited, non-exclusive licenses to view the
16 Handicapper Reports and who have entered into User Contracts enjoining those individuals from
17 republishing in any manner any information set forth in the Handicapper Reports.

18 885. SBR Marketing knew or had reason to know that purchasers of licenses to view
19 Handicapper Reports were contractually obligated to maintain secrecy of the Stevo Trade Secrets
20 reposed in those Handicapper Reports.

21 886. SBR Marketing acquired Stevo Trade Secrets by bribing purchasers of licenses to
22 view Handicapper Reports to republish Stevo Trade Secrets reposed in those Handicapper
23 Reports.

24 887. SBR Marketing acquired Stevo Trade Secrets by inducing purchasers of licenses
25 to view Handicapper Reports to breach those license purchasers' contractual duty to maintain
26 secrecy of the Stevo Trade Secrets reposed in those Handicapper Reports.

1 888. SBR Marketing knew or had reason to know that purchasers of licenses to view
2 Handicapper Reports were contractually obligated to maintain secrecy of the Stevo Trade Secrets
3 reposed in those Handicapper Reports.

4 889. SBR Marketing used and disclosed Stevo Trade Secrets without the consent of
5 Stevo by utilizing bribery and inducement of breaches of license purchasers' duties to maintain
6 secrecy of Stevo Trade Secrets.

7 890. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
8 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
9 ascertain, leaving Stevo with no adequate remedy at law.

10 891. Unless SBR Marketing is preliminarily and permanently enjoined from further
11 misappropriation of Stevo Trade Secrets, Stevo will be irreparably harmed, and Stevo is thus
12 entitled to preliminary and permanent injunctive relief against further infringement by SBR
13 Marketing of Stevo Trade Secrets, pursuant to Fla. Stat. 688.003 (2010).

14 892. Stevo has suffered actual economic loss as a result of SBR Marketing's
15 misappropriation of Stevo Trade Secrets, and Stevo is thus entitled to recover damages for SBR
16 Marketing's misappropriation of Stevo Trade Secrets in an amount including both Stevo's actual
17 economic loss and SBR Marketing's unjust enrichment caused by SBR Marketing's
18 misappropriation of Stevo Trade Secrets, or by imposition of liability for a reasonable royalty for
19 SBR Marketing's misappropriation of Stevo Trade Secrets, pursuant to Fla. Stat. 688.004(1)
20 (2010).

21 893. SBR Marketing willfully and maliciously misappropriated Stevo Trade Secrets,
22 and Stevo is thus entitled to exemplary damages, pursuant to Fla. Stat. 688.004(2) (2010).

23 894. Stevo has been required to retain an attorney to prosecute this action, and SBR
24 Marketing's willful and malicious misappropriation of Stevo Trade Secrets entitles Stevo to an
25 award of Stevo's attorney fees incurred herein, pursuant to Fla. Stat. 688.005 (2010).

26 895. Stevo has incurred costs of suit in connection with bringing this action, and SBR
27 Marketing is liable to Stevo for those costs of suit.

FIFTY-SECOND CAUSE OF ACTION

**MISAPPROPRIATION OF LICENSABLE COMMERCIAL PROPERTY UNDER
FLORIDA COMMON LAW (BY STEVO, AGAINST SBR MARKETING)**

896. Stevo repeats and realleges all the allegations set forth above.

897. Stevo has invested significant time, effort, and money in creating, publicizing, and protecting the Marks and developing the valuable goodwill arising from and associated with the Marks, as well as in creating, publicizing, publishing, and protecting the Handicapper Reports (collectively the “SBR Misappropriated Commercial Property”).

898. Stevo has licensed and continues to license the SBR Misappropriated Commercial Property in return for value.

899. The Infringing Marks are commercial properties that may be licensed for value.

900. The 5-17-2010 Sher Infringements, 9-4-2010 Redd Infringement, 9-11-2010 Cannon Infringement, 9-11-2010 Davis Infringement, 9-12-2010 Nover Infringement, 10-18-2010 Budin Infringement, the 10-27-2010 Benton Infringement, the 10-1-2010 Redd Infringement, the 10-2-2010 Redd Infringement, the 10-3-2010 Redd Infringement, the 10-9-2010 Redd Infringement, and the 10-16-2010 Redd Infringement (collectively, the “SBR Infringing Works”) are commercial properties that may be licensed for value.

901. SBR Marketing’s wrongful use of the Infringing Marks, undertaken without authority from Stevo, deprived Stevo of the commercial value of the Infringing Marks.

902. SBR Marketing’s wrongful use of the SBR Infringing Works, undertaken without authority from Stevo, deprived Stevo of the commercial value of the SBR Infringing Works.

903. Stevo has sustained and will continue to sustain damages as a direct and proximate result of SBR Marketing’s misappropriation of Stevo’s licensable SBR Misappropriated Commercial Property, and SBR Marketing is liable to Stevo for the amount of those present and future damages.

904. SBR Marketing’s acts as alleged herein, and the ongoing direct results of those acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot ascertain, leaving Stevo with no adequate remedy at law.

1 905. Stevo is entitled to preliminary and permanent injunctive relief against further
2 misappropriation by SBR Marketing of Stevo's licensable SBR Misappropriated Commercial
3 Property.

4 906. Stevo has been required to retain an attorney to prosecute this action, and SBR
5 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
6 of this action.

7 907. Stevo has incurred costs of suit in connection with bringing this action, and SBR
8 Marketing is liable to Stevo for those costs of suit.

9 **FIFTY-THIRD CAUSE OF ACTION**

10 **CONTRIBUTORY MISAPPROPRIATION OF LICENSABLE COMMERCIAL**
11 **PROPERTY UNDER FLORIDA COMMON LAW (BY STEVO, AGAINST SBR**
12 **MARKETING)**

13 908. Stevo repeats and realleges all the allegations set forth above.

14 909. SBR Marketing has intentionally induced others, specifically, SBR Marketing
15 Contributor-Agents, to wrongfully use the Infringing Marks, without authority from Stevo, to
16 deprive Stevo of the commercial value of the Infringing Marks for SBR Marketing's benefit.

17 910. SBR Marketing has intentionally induced others, specifically, SBR Marketing
18 Contributor-Agents, to wrongfully use the Infringing Works, without authority from Stevo, to
19 deprive Stevo of the commercial value of the Infringing Works for SBR Marketing's benefit.

20 911. SBR Marketing has continued to supply SBR Marketing's services, specifically,
21 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
22 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
23 in wrongful use of the Infringing Marks, without authority from Stevo, to deprive Stevo of the
24 commercial value of the Infringing Marks.

25 912. SBR Marketing has continued to supply SBR Marketing's services, specifically,
26 use of the SBR Website and payment for contribution of content to the SBR Website, to SBR
27 Marketing Contributor-Agents whom SBR Marketing knows or has reason to know are engaging
28

1 in wrongful use of the Infringing Works, without authority from Stevo, to deprive Stevo of the
2 commercial value of the Infringing Works.

3 913. No SBR Marketing Contributor-Agent has or has ever had the legal right,
4 authority, or license to use any of the Infringing Marks.

5 914. No SBR Marketing Contributor-Agent has or has ever had the legal right,
6 authority, or license to use any of the Infringing Works.

7 915. SBR Marketing's wrongful inducement of SBR Marketing Contributor-Agents to
8 make use of the Infringing Marks, without authority from Stevo, deprived Stevo of the
9 commercial value of the Infringing Marks.

10 916. SBR Marketing's wrongful inducement of SBR Marketing Contributor-Agents to
11 make use of the Infringing Works, without authority from Stevo, deprived Stevo of the
12 commercial value of the Infringing Works.

13 917. Stevo has sustained and will continue to sustain damages as a direct and
14 proximate result of SBR Marketing's contributory misappropriation of Stevo's licensable
15 Commercial Property, and SBR Marketing is liable to Stevo for the amount of those present and
16 future damages.

17 918. SBR Marketing's acts as alleged herein, and the ongoing direct results of those
18 acts, have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
19 ascertain, leaving Stevo with no adequate remedy at law.

20 919. Stevo is entitled to preliminary and permanent injunctive relief against further
21 contributory misappropriation by SBR Marketing of Stevo's licensable Commercial Property.

22 920. Stevo has been required to retain an attorney to prosecute this action, and SBR
23 Marketing is liable to Stevo for Stevo's attorney fees incurred in connection with the prosecution
24 of this action.

25 921. Stevo has incurred costs of suit in connection with bringing this action, and SBR
26 Marketing is liable to Stevo for those costs of suit.

FIFTY-FOURTH CAUSE OF ACTION

DEFAMATION UNDER NEVADA COMMON LAW (BY PLAINTIFFS MR. BUDIN

AND MR. ROLLI, AGAINST MR. DANIELE)

922. Stevo repeats and realleges all the allegations set forth above.

923. Mr. Daniele repeatedly published false statements about Messrs. Budin and Rolli, respectively and collectively, including, without limitation, the Fake Game Misrepresentation and the Message Board Misrepresentation (collectively, the “Defamatory Statements”) that harmed the reputation of Messrs. Budin and Rolli as to lower Messrs. Budin and Rolli in the estimation of the community, excite derogatory opinions about Messrs. Budin and Rolli, and hold Messrs. Budin and Rolli up to contempt.

924. The Defamatory Statements constitute assertions of fact, or, at a minimum, expressions of opinion that suggest that the Defamatory Statements’ speaker knew certain facts to be true or implied that certain facts exist when, in fact, such facts were either not in existence or not true.

925. The Defamatory Statements impute to Messrs. Budin and Rolli a lack of fitness for Messrs. Budin and Rolli’s trade, business, or profession.

926. Mr. Daniele’s defamation of Messrs. Budin and Rolli has caused and will continue to cause damage to Mr. Daniele in an amount to be proven at trial.

927. Mr. Daniele acted fraudulently, maliciously, and oppressively in defaming Messrs. Budin and Rolli, and Messrs. Budin and Rolli are accordingly entitled to punitive and exemplary damages from Mr. Daniele.

928. Messrs. Budin and Rolli’s business interests have been irreparably damaged and will continue to be irreparably damaged by Mr. Daniele’s defamation of Messrs. Budin and Rolli, and Messrs. Budin and Rolli are accordingly entitled to preliminary and permanent injunctive relief against further such defamation.

929. Messrs. Budin and Rolli have been required to retain an attorney to prosecute this action, and Mr. Daniele is liable to Messrs. Budin and Rolli for their attorney fees incurred in connection with the prosecution of this action.

1 930. Messrs. Budin and Rolli have incurred costs of suit in connection with bringing
2 this action, and Mr. Daniele is liable to Messrs. Budin and Rolli for those costs of suit.

3 **FIFTY-FIFTH CAUSE OF ACTION**

4 **BUSINESS DISPARAGEMENT UNDER NEVADA COMMON LAW (BY STEVO,**
5 **AGAINST MR. DANIELE)**

6 931. Stevo repeats and realleges all the allegations set forth above.

7 932. Mr. Daniele made and published false statements disparaging the quality of
8 Stevo's services by, at a minimum, publishing the Fake Game Misrepresentation, the Message
9 Board Misrepresentation, and the Hype Misrepresentation (collectively, the "Stevo Disparaging
10 Statements")

11 933. Mr. Daniele characterized the Stevo Disparaging Statements as fact, not opinion,
12 by claiming first-hand knowledge of the putative "facts" Mr. Daniele alleged in the Stevo
13 Disparaging Statements.

14 934. The Stevo Disparaging Statements were in fact false.

15 935. Mr. Daniele's making and publication of the Stevo Disparaging Statements was
16 not privileged.

17 936. Mr. Daniele made and published the Stevo Disparaging Statements with malice
18 and intent to harm Stevo's pecuniary interests.

19 937. Mr. Daniele made and published the Stevo Disparaging Statements with, at a
20 minimum, reckless disregard for the truth or falsity of the Stevo Disparaging Statements.

21 938. Mr. Daniele's publication of the Stevo Disparaging Statements has resulted in
22 special damages to Stevo, in the form of, without limitation, lost sales and a decline in business,
23 in an amount to be proven at trial.

24 939. Mr. Daniele acted fraudulently, maliciously, and oppressively in disparaging
25 Stevo, and Stevo is accordingly entitled to punitive and exemplary damages from Mr. Daniele.

26 940. Mr. Daniele's acts as alleged herein, and the ongoing direct results of those acts,
27 have caused and will continue to cause irreparable harm to Stevo in an amount Stevo cannot
28 ascertain, leaving Stevo with no adequate remedy at law.

